

TEMPORARY OCCUPANCY PERMIT (BNSF)

THIS TEMPORARY OCCUPANCY PERMIT ("**License**"), is made to be effective _____, 20__ (the "**Effective Date**") by and between **CITY OF LA CROSSE, WISCONSIN**, a Wisconsin municipal corporation ("**Licensor**") and **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensee**").

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 temporarily occupy, in strict accordance with the Final Plans and Specifications (as defined and described in that certain Master Relocation Agreement between Licensee and Licensor dated _____ ["**Master Agreement**"]), for the purposes specified in **Section 4** below, Licensor's property within the City of La Crosse, County of La Crosse, State of Wisconsin, as shown on the attached Drawing No. _____, dated _____, attached hereto as **Exhibit "A"**, and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and, subject to prior termination as hereinafter described, shall continue until completion of the uses permitted in **Section 4** below, but in no event later than the date that is the earliest to occur of: (i) the Completion of all Relocation Work (as those terms are defined and described in the Master Agreement), or (ii) _____, 20__.
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 of such improvements.
4. **Use.** Licensee shall use Premises exclusively as a site for the BNSF Relocation Work (as defined in the Master Agreement). Licensee shall not use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. **License Fee.** This License is given in partial consideration for Licensee's agreement to enter into the Master Agreement. Therefore, no separate fee is being charged as compensation for this License.
7. **Costs and Expenses.** For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
8. **Payment Terms.** All invoices are due forty-five (45) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within forty-five (45) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2½%), or (ii) the maximum rate permitted by law.

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 and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date; or
 - 9.2 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.

LICENSEE'S OPERATIONS

10. Use of the Premises.

- 10.1 Licensee shall notify Licensor's _____, _____ at _____, telephone _____, at least ten (10) business days prior to entering the Premises. In the event of 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.
- 10.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 10.3 Any contractors or subcontractors performing work on the Premises, or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 10.4 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 endanger or interfere with (i) operation and activities of Licensor or existing third parties, or (ii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that 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.

LIABILITY AND INSURANCE

11. Liability and Indemnification.

- 11.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 11.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
 - 11.2.1 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
 - 11.2.2 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
 - 11.2.3 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 11.3 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE CAUSED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES (AS SUCH TERM IS DEFINED ABOVE IN SECTION 11.1).**

11.4 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments. Nothing in this License shall be construed to waive either parties' limitations of liability and/or immunities available to it pursuant to Wisconsin Statutes or other applicable federal or state law. The aggrieved party shall promptly notify the indemnifying party in writing of any Liabilities for which indemnification is sought (which written notification shall in any case be within one (1) year after the occurrence of the event giving rise to such Liabilities). The indemnifying party shall have sole control of, and the aggrieved party shall reasonably cooperate in all respects, in the defense of any Liabilities for which indemnification is sought. The aggrieved party shall not make any admission or disclosure or otherwise take any action with respect to the Liabilities for which indemnification is sought that would be prejudicial to the indemnifying party except as required by law. Licensor represents that, as of the Effective Date to the current actual knowledge of _____(name), _____(title) of Licensee, Licensor has no notice or knowledge of any Liabilities asserted or threatened by any third party with respect to the matters contemplated by this License. Licensee represents that, as of the Effective Date to the current actual knowledge of James A. Ball, Senior Manager - Real Estate of Licensee, Licensee has no notice or knowledge of any Liabilities asserted or threatened by any third party with respect to the matters contemplated by this License.

12. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, EXCEPT TO THE EXTENT CAUSED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE.**

13. Insurance. During the term of this License, Licensee shall maintain insurance in the amount and to the extent Licensee deems necessary to cover its activities on the Premises, which coverage Licensee may provide through its program of self-insurance. Licensor acknowledges that BNSF Railway Company is insured under Burlington Northern Santa Fe, LLC's Excess Property and Liability Policies. Licensee's self-insured retention is in keeping with its 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 its retention.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

14. Compliance with Laws, Rules, and Regulations. Licensee shall observe and comply with any and all applicable laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to Licensee's use of the Premises; provided that nothing in this License shall be deemed a submission by BNSF to the jurisdiction of any state or local body or a waiver of the preemptive effect of any state or federal law.

15. Environmental.

15.1 Licensee shall strictly comply with all applicable 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 the "**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.

15.2 Except as required in the performance of the Relocation Work, Licensee covenants that it will not 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 on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 15.2**.

- 15.3 Licensee shall give Licensor immediate notice to Licensor's _____ at _____ 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 the 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.
- 15.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Premises which occurred or may occur during the term of this License, Licensor may require Licensee to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises that is caused by or contributed to by Licensee or a Licensee Party.
- 15.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a 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 said conditions or activities.

DISCALIMER OF WARRANTIES

16. No Warranties.

16.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

16.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE BNSF RELOCATION WORK WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

17. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

18. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

DEFAULT, TERMINATION, AND SURRENDER

19. 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:

19.1 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 thirty (30) 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 21** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.

- 19.2 Should Licensee not comply fully with the obligations of **Section 15** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 19.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 19** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 19.4 Termination of this License shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

20. Surrender of the Premises.

- 20.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
 - 20.1.1 remove all of its equipment from the Premises;
 - 20.1.2 report and 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;
 - 20.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
 - 20.1.4 leave the Premises in the condition which existed as of the Effective Date of this License.
- 20.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 20.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee 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 Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 20.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its option, either: (i) complete such Restoration Obligations, and Licensee will reimburse Licensor for all costs related thereto, (ii) specifically enforce Licensee's obligation to restore, and/or (iii) pursue any remedy at law or in equity against Licensee for failure to so restore.

MISCELLANEOUS

- 21. 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.
- 21. Assignment.
 - 21.1 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 21** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

21.2 For purposes of this **Section 21**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least fifty percent (50%) of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

21.3 Notwithstanding the provisions of **Section 21.1** above 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, including but not limited to the obligation to comply with the provisions of **Section 13** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

21.4 The provisions of this **Section 21** shall survive the expiration or earlier termination of this License.

22. 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: City of La Crosse
400 La Crosse St.
La Crosse, WI 54601-3374
Attn: City Clerk

With a copy to: City of La Crosse
400 La Crosse St.
La Crosse, WI 54601
Attn: Director of Public Works

If to Licensee: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

23. Survival. Neither termination nor expiration will 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 expiration, or, if later, the date when the Premises are restored to its condition as of the Effective Date.

24. Recordation. It is understood that this License is a public record subject to disclosure under the Wisconsin Public Records Law.

25. 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. To the fullest extent permitted by law any and all disputes arising under or in connection with this License or related to any subject matter which is the subject of this License, whether sounding in contract or in tort, shall be instituted and litigated in United States District Court for the Western District of Wisconsin; provided, however, that if jurisdiction is not proper in such federal district court, such disputes shall be instituted and litigated in the courts of the State of Wisconsin, located in La Crosse County, Wisconsin. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive. Each party hereto hereby irrevocably consents to the aforementioned choice of venue in any such dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of venue in such court and that any such dispute which is brought in such court has been brought in an inconvenient forum.

26. 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.
27. Integration. This License, together with the Master Agreement, 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.
28. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
29. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
30. Interpretation.
 - 30.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. 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.
 - 30.2 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.
32. 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.

BNSF DRAFT 10-23-14

This License has been duly executed by the parties hereto to be effective as of the Effective Date first set forth above.

LICENSOR:

City of La Crosse, Wisconsin, a Wisconsin municipal corporation

By: _____

Name: _____

Title: _____

LICENSEE:

BNSF Railway Company, a Delaware corporation

By: _____

Name: _____

Title: _____