



**CANADIAN  
PACIFIC**

Real Estate

Suite 1525  
501 Marquette Avenue South  
Minneapolis Minnesota 55402

**CP Agreement Number 32032-01**

**THIS LICENSE** is made and entered into as of the **1<sup>st</sup> day of June, 2010**, by and between

**THE CITY OF MILWAUKEE, WISCONSIN**

c/o Michael Loughrahn  
841 North Broadway  
Room 919  
Milwaukee, Wisconsin 53202, "Licensor,"

and

**SOO LINE RAILROAD COMPANY**, Minnesota corporation doing business Canadian Pacific

c/o Real Estate Department  
501 Marquette Avenue South, Suite 1525  
Minneapolis, Minnesota 55402, the "Railroad."

**WITNESSETH:**

1. The Licensor, in consideration of the payments, covenants and conditions hereinafter set forth to be made, performed and complied with by the Railroad, hereby grants unto the Railroad the right and license to use that portion of Licensor's property in **Milwaukee, Milwaukee County Wisconsin** shown in approximation in blue shading upon the map labeled **Exhibit A** that is attached hereto and is made a part hereof, the "Property," for the purpose of
  - a. the storage of railroad material, equipment and vehicles;
  - b. access to the Railroad's adjacent bridge for maintenance, reconstruction and emergency response purposes; and
  - c. encroachment of railroad signal and automatic inventory equipment.
2. **EFFECTIVE DATE and TERM.**
  - A. **Effective Date:** This License shall be effective at 12:01 A.M. June 1, 2010
  - B. **Term:** This License shall have an initial term of one year and shall continue in effect until terminated by either party upon 90 days notice to the other party..
3. **RENT and TAXES**
  - A. **Rent:** The Railroad shall pay to the Licensor rental at the rate of **TEN and No/100 Dollars (\$10.00)** per year annum, payable annually in advance as rental for the Licensed premises, with no taxes or assessments to be paid by Railroad.
  - B. **Taxes:** Licensor shall assume and pay any and all real estate taxes and assessments for the Property.
4. **CONDUCT BY THE RAILROAD**

During the term of this License, the Railroad:

  - A. Shall keep the Property in a neat and orderly condition;
  - B. Shall not cause or allow the Property or any of the Licensors adjacent property to be used for the disposal of any items or materials, except snow cleared from the Property;
  - C. Shall comply with all Federal, State and local laws, regulations, and ordinances;

- D. Shall assume responsibility or legal liability arising from any injury to persons whomsoever, including injuries resulting in death, and damage to property whatsoever located upon the Property, howsoever caused, while such persons or property are about or in the vicinity of the Property with the express or implied consent of the Railroad;
- E. Except as explicitly permitted herein, shall not construct or place any improvement or upon the Property without the advance consent of the Licensor;
- F. Shall, upon termination of this License, clear away and properly dispose of all accumulations of waste material and promptly remove vehicles and its personnel property that is not affixed to the Property.

5. **OTHER:**

- A. **Assignment:** The Railroad shall not in any manner assign or transfer its rights under this License except in conjunction with a change in corporate control of the Railroad or a sale of its rail operations in vicinity of the Property. Subject to the preceding, this License shall be binding upon the parties, their successors and assigns and shall continue in effect until terminated as provided for herein.
- B. **No Conveyance of Title:** The use and occupancy of the Property by the Railroad, howsoever long continued, shall not vest in the Railroad any right, title or interest in the Property adverse to that of the Licensor.
- C. **No Waiver:** Any act or omission constituting a breach of this License shall be limited to such act or omission and shall not be construed as a permanent or continuing waiver thereof.

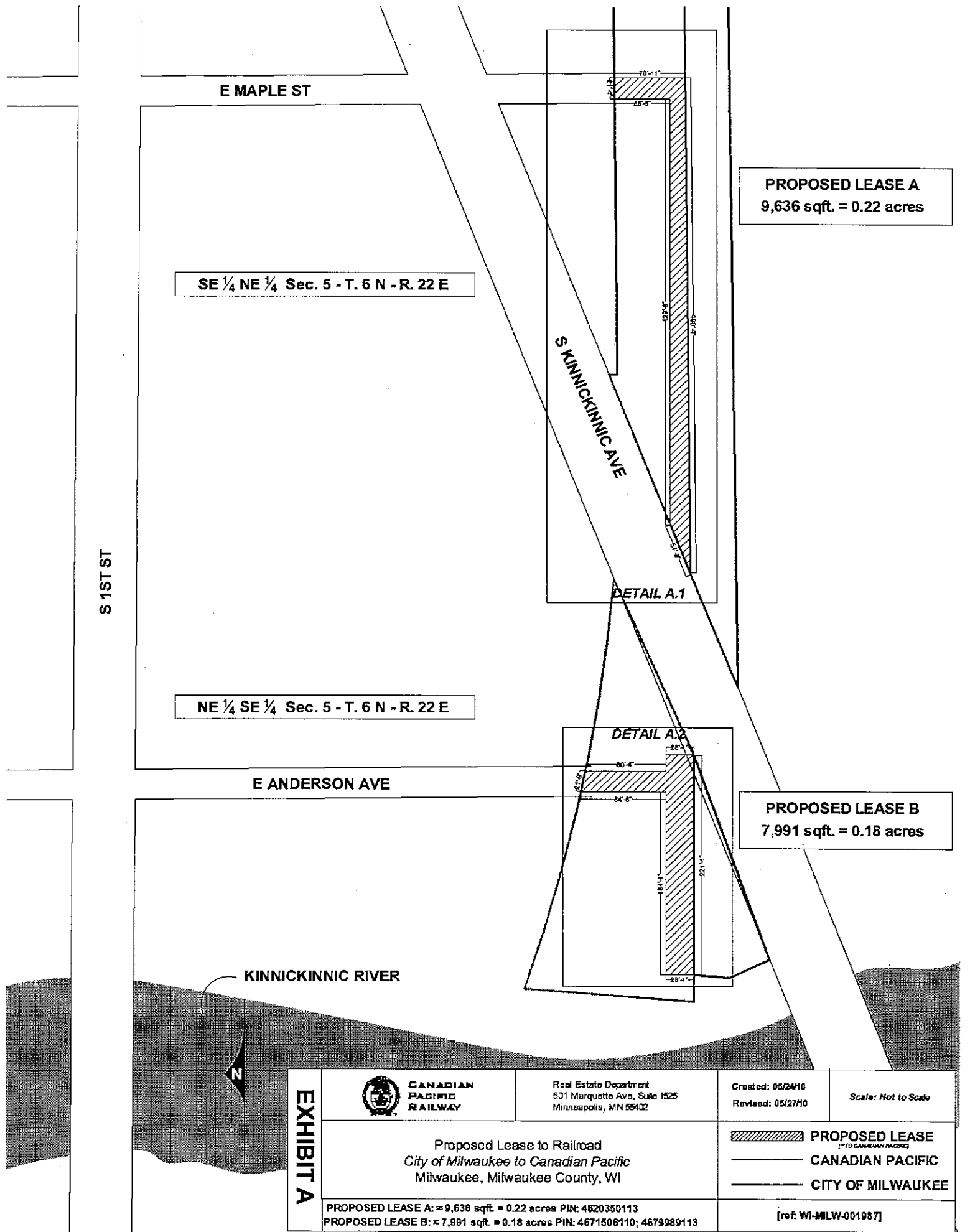
THE PARTIES HERETO have caused this agreement to be duly executed as of the date first above written.











**SOO LINE RAILROAD COMPANY**  
*doing business as Canadian Pacific*

By \_\_\_\_\_  
 Director, Real Estate Marketing, U.S.

**CITY OF MILWAUKEE, WISCONSIN**

By \_\_\_\_\_  
 Its \_\_\_\_\_



<b>EXHIBIT A</b>	 <b>CANADIAN PACIFIC RAILWAY</b>	Real Estate Department 501 Marquette Ave, Suite 1525 Minneapolis, MN 55402	Created: 05/24/10 Revised: 05/27/10	<i>Scale: Not to Scale</i>						
	Proposed Lease to Railroad City of Milwaukee to Canadian Pacific Milwaukee, Milwaukee County, WI		<table border="0"> <tr> <td style="width: 20px;"></td> <td><b>PROPOSED LEASE</b> <small>(TO CANADIAN PACIFIC)</small></td> </tr> <tr> <td></td> <td><b>CANADIAN PACIFIC</b></td> </tr> <tr> <td></td> <td><b>CITY OF MILWAUKEE</b></td> </tr> </table>			<b>PROPOSED LEASE</b> <small>(TO CANADIAN PACIFIC)</small>		<b>CANADIAN PACIFIC</b>		<b>CITY OF MILWAUKEE</b>
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	<b>CANADIAN PACIFIC</b>									
	<b>CITY OF MILWAUKEE</b>									
PROPOSED LEASE A: ≈ 9,636 sqft. = 0.22 acres PIN: 4620350113 PROPOSED LEASE B: ≈ 7,991 sqft. = 0.18 acres PIN: 4671506110; 4679989113		[ref: WI-MLW-001987]								