

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING
REGARDING JACKSON COUNTY'S PROPOSED
RIGHT-OF-WAY ACQUISITION FOR CONSTRUCTION OF
A RAIL LINE FOR COMMUTER SERVICE AND TRAIL SYSTEM IN
KANSAS CITY AND JACKSON COUNTY, MISSOURI**

THIS AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the "Amendment") is made and entered into as of the 28 day of April, 2016, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Union Pacific"), and **JACKSON COUNTY, MISSOURI**, a political subdivision of the State of Missouri ("Jackson County"), and amends that certain Memorandum of Understanding dated November 12, 2013, as amended (collectively, the "MOU").

WITNESSETH THAT:

WHEREAS, the MOU contemplates the sale of two segments of Union Pacific right-of-way to Jackson County, known as the "Rock Island Line" and "Pixley Spur" (or "Independence Spur"); and

WHEREAS, Jackson County and Union Pacific have agreed to a Purchase and Sale Agreement dated December 31, 2015 ("PSA") for Jackson County to acquire the "Rock Island Line" from MP 270.6 to MP 288.3; and

WHEREAS, Jackson County continues to desire to acquire the "Pixley Spur" (or "Independence Spur") from MP 275.15 to MP 278.5 but such lines are not included in the PSA; and

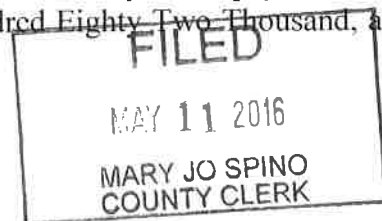
NOW THEREFORE, IT IS MUTUALLY AGREED by and between the Parties as follows:

Section 1. Defined Terms. Except to the extent modified by this Amendment, the defined terms in the MOU shall apply and have the same meaning in this Amendment as if fully set forth herein.

Section 2. Removal of Rock Island Line. Upon the closing of the purchase and sale of the "Rock Island Line", any and all references to the sale of the "Rock Island Line" in the MOU are hereby deleted.

Section 3. Purchase Price. Section 2.2 is hereby deleted from the MOU and the following substituted in its place:

2.2 **Purchase Price.** If the parties close the sale of the "Pixley Spur" (or "Independence Spur") before December 31, 2017, the County shall pay to Union Pacific the purchase price of Nine Million Two Hundred Eighty Two Thousand, and



Seven Hundred and Ninety-Two Dollars (\$9,282,792.00). If the "Pixley Spur" (or "Independence Spur") closes after December 31, 2017, the \$9,282,792.00 purchase price shall be subject to an annual increase based on the Consumer Price Index (CPI).

Section 4. Expiration of MOU. The parties shall enter into a binding Purchase and Sale Agreement for the "Pixley Spur" (or "Independence Spur") within ten (10) years after the execution date of this Amendment. In the event the parties do not enter into a binding Purchase and Sale Agreement within ten (10) years after the execution date of this Amendment, the MOU shall be without any further force and effect, and without further obligation of either party to the other.

Section 5. Facsimile or E-mail Execution. This Amendment may be executed in counterparts which shall be effective as an original and each counterpart may be delivered by one party to the other by either facsimile transmission or scanned image sent by e-mail.

Section 6. Amendment Supplemental. All of the terms of the MOU remain in full force and effect except as specifically amended by this Amendment. If there is any conflict between the terms of this Amendment and the terms of the MOU, the terms of this Amendment will control.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first above written.

UNION PACIFIC RAILROAD COMPANY

JACKSON COUNTY, MISSOURI

By: _____

By: 

Name: _____

Name: Frank White Jr.

Title: _____

Title: Jackson County Executive

ATTEST:


Clerk of the County Legislature

APPROVED AS TO FORM


County Counselor

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UNION PACIFIC RAILROAD COMPANY

JACKSON COUNTY, MISSOURI

By: 

By: _____

Name: TONY K. LOVE

Name: _____

Title: Assistant Vice President – Real Estate

Title: _____