

**FIRST AMENDMENT TO LINE SALE AGREEMENT**

THIS AMENDMENT TO LINE SALE AGREEMENT (the "First Amendment") is made and entered into as of the 28<sup>th</sup> day of April, 2016, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Seller"), and **JACKSON COUNTY, MISSOURI**, a Missouri political subdivision ("Buyer"), and amends that certain Line Sale Agreement dated December 31, 2015 (the "Agreement"), for the sale and purchase of certain real property located in Jackson County, Missouri, more particularly described therein (the "Property").

IT IS MUTUALLY AGREED by and between Seller and Buyer as follows:

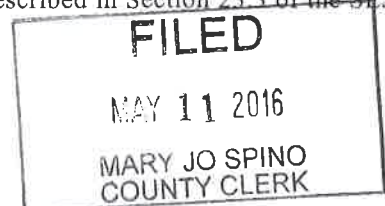
**Section 1. Defined Terms.** The defined terms in the Agreement shall apply and have the same meaning in this First Amendment as if fully set forth herein.

**Section 2. Survey.** After Closing, Buyer, at its sole cost and expense, may obtain a survey of all or portions of the Property prepared and certified by a public surveyor registered in the State of Missouri. If errors in the legal description of the Property are identified due to the results of the survey, then Buyer and Seller agree to modify and correct the legal description at the sole cost and expense of Buyer and agree that any errors in the legal description will be corrected in a recorded document.

**Section 3. Fiber Reservation.** The following fiber reservation is hereby added to Section 1 of the Agreement as subparagraph (d):

(d) An exclusive PERPETUAL EASEMENT ("Fiber Optic Easement") ten feet (10') in width measured from the centerline of the Fiber Optic Improvements (as defined below), in, on, over, under and across the Property ("Fiber Optic Easement Property"), in which areas Seller (and its current easement holder, lessees, sublessees, licensees, successors or assigns) shall have the right to own, construct, reconstruct, maintain, operate, use and/or remove existing and/or future below surface communication systems, lines and facilities of every kind and nature, including, but not limited to, all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment (the "Fiber Optic Improvements"). Seller does further reserve unto itself, its successors and assigns, a right-of-way and right of access to the Fiber Optic Easement Property over and across the Property, for the purposes of the use, enjoyment, maintenance, operation and access to the Fiber Optic Easement Property. All Fiber Optic Improvements presently existing on or hereafter constructed on the Fiber Optic Easement Property shall remain the personal property of Seller (and its easement holder, lessees, sublessees, licensees, successors or assigns). Seller shall be entitled to all revenues derived from all current and future agreements to which Seller is a party affecting the Fiber Optic Easement Property. No permanent building or structure and no material or obstruction of any kind or character shall be stored or maintained on the Fiber Optic Easement Property which would obstruct or interfere with the use and enjoyment of rights herein reserved without the prior written consent of Seller.

The Fiber Optic Easement to be reserved by Seller will include, but will not be limited to, all rights granted pursuant to that certain Easement Agreement dated September 30, 1991 (the "SLSR Easement"), as amended, between St. Louis Southwestern Railway ("SLSR"), as Seller, and Southern Pacific Telecommunications Company ("SPT"), as Buyer, under which SLSR granted to SPT an easement over certain right-of-ways for purposes of constructing, reconstructing, maintaining, repairing, operating, renewing, replacing and relocating components of a fiber optic telecommunication system. As all rights to be granted pursuant to the SLSR Easement will be reserved and not transferred to Buyer, the Quitclaim Deed will not effect a transfer of any Rail Corridor or Surplus Property on which an Easement Area is located as defined and described in Section 23.3 of the SLSR Easement.



**Section 4. Escrow Agreement.** In addition to items to be deposited into escrow with Title Company pursuant to Section 6(a) of the Agreement, on or before the date of Closing, Seller and Buyer shall each deposit into escrow with Title Company an escrow agreement (the "Escrow Agreement") and an assignment and assumption agreement between Buyer and Seller for that certain Easement Agreement dated September 30, 1991, as amended, between St. Louis Southwestern Railway, as Grantor, and Southern Pacific Telecommunications Company, as Grantee, (the "Assignment and Assumption of Fiber Easement"). Seller shall also deposit into escrow a quitclaim of easement from Seller to Buyer for that certain fiber easement reservation identified above (the "Quitclaim of Easement"). At Closing, the sum of One Hundred Thousand Dollars (\$100,000.00) shall be retained from Seller's proceeds and deposited into escrow by Title Company pursuant to the Escrow Agreement. The Assignment and Assumption Agreement and the Quitclaim of Easement shall be held in escrow and administered pursuant to the Escrow Agreement.

**Section 5. Facsimile or Email Execution.** This First 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 email.

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

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


**SELLER:**

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

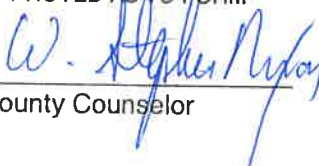
**JACKSON COUNTY, MISSOURI,  
a Missouri political subdivision**

By:   
Name: Frank White Jr  
Title: Jackson County Executive

ATTEST:

  
Clerk of the County Legislature

APPROVED AS TO FORM

  
County Counselor

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**SELLER:**

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By:   
Name: TONY K. LOVE  
Title: Assistant Vice President - Real Estate

**BUYER:**

**JACKSON COUNTY, MISSOURI,  
a Missouri political subdivision**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_