

FIRST AMENDMENT
TO PURCHASE AND SALE AND DONATION AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AND DONATION AGREEMENT (the "First Amendment") is made and entered into as of the 17th day of October, 2017, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Seller"), and YAMHILL COUNTY, OREGON ("Buyer"), and amends that certain Purchase and Sale and Donation Agreement dated September 29, 2017 (the "Agreement"), for the sale and purchase of certain real property located in Yamhill County, Oregon, 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. Acknowledgement of Lawsuit. Buyer acknowledges the filing of the lawsuit styled *Mattson v. Union Pacific Railroad Company*, Case No. 17CV36114 in the Circuit Court of the State of Oregon for the County of Yamhill, which affects a portion of the Property ("Lawsuit"). Buyer agrees that the sale of the Property shall be subject to the Lawsuit and that the disclosure of the Lawsuit by Seller shall not give rise to a right by Buyer to terminate the Agreement. Buyer and Seller agree that there will be no reduction in the Purchase Price to be paid to Buyer at Closing pursuant to the Agreement as a result of the Lawsuit. Buyer understands and acknowledges that the Lawsuit will appear as an exception on the Title Report and on any final owner's policy of title insurance and Buyer agrees that title to the Property will be conveyed by Seller subject to the Lawsuit. Buyer further acknowledges that Seller has not made any representations or warranties to Buyer regarding the Lawsuit, including any potential resolution or outcome.

Section 3. Defense of Lawsuit. Buyer desires Seller's continued involvement with the Lawsuit and Seller shall continue to assist with the defense of the Lawsuit after Closing. Buyer agrees to indemnify Seller for any and all costs and fees associated with the Lawsuit, including but not limited to, Seller's attorney fees and, if applicable, appellate costs and fees. Each party shall engage its own counsel and direct their respective counsel in the Litigation. Buyer shall reimburse Seller within thirty (30) days of receipt of Seller's demand(s) for such fees and costs. Buyer and Seller shall enter into a mutually agreeable common interest agreement for the Lawsuit prior to accrual by Seller of any costs or fees subject to reimbursement under this section.

Section 4. 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 5. 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.

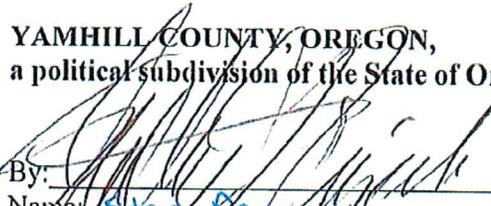
SELLER:

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

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

BUYER:

**YAMHILL COUNTY, OREGON,
a political subdivision of the State of Oregon**

By: 
Name: Steve Brummett
Title: Chair, Board of Commissioners

Approved As
by 
Christian E. [unclear]
County C. [unclear]
Yamhill [unclear]

Accepted by Yamhill County
Board of Commissioners on
10-12-17 by Board Order
17-414