

PURCHASE AND SALE AND DONATION AGREEMENT

This Purchase and Sale and Donation Agreement (the "Agreement") is entered into this 29 day of September, 2017 ("Execution Date"), between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, whose address is 1400 Douglas Street, Omaha, Nebraska 68179 ("Seller"), and **YAMHILL COUNTY, OREGON**, a political subdivision of the State of Oregon, whose address is 535 NE Fifth Street, McMinnville, Oregon 97128 ("Buyer"), WITNESSETH:

IT IS AGREED by and between the parties as follows:

Section 1. Purchase and Sale and Donation of the Property.

(a) Seller agrees to (i) sell and donate and Buyer agrees to purchase and accept, on the terms and conditions of this Agreement, certain real property, including any bridges and culverts, if any, in Yamhill County, Oregon, shown as the "Sale Area" on pages 1, 2, 3 and 4 of the print dated June 8, 2016, marked **Exhibit A**, attached hereto and hereby made a part hereof (the "Railroad Property") and (ii) assign and Buyer agrees to assume, on the terms and conditions of this Agreement, all of Seller's right, title and interest in and to that certain easement located in, over, along, upon and across certain real property in Yamhill County, Oregon, shown as the "30' Easement Reservation Area" on page 2 of **Exhibit A** attached hereto and hereby made a part hereof and more particularly described in that certain Quitclaim Deed from Union Pacific Railroad Company to Kathryn E. Schrepel, Trustee of the Kathryn E. Schrepel Trust, created by that certain Trust Agreement dated the 25th day of March, 1999, Kathryn E. Schrepel as Trustor, and Kathryn E. Schrepel, Trustee of the Keith W. Schrepel Trust, created by that certain Trust Agreement dated the 25th day of March, 1999, Keith W. Schrepel, as Trustor, as successor Trustees, dated September 12, 2013 and recorded on September 16, 2013 in the Yamhill County Official Records as document number 201314687 (the "Easement Property" and together with the Railroad Property, collectively, the "Property").

(b) The sale made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights, whether or not of record, or open and obvious on the ground.

Section 2. Purchase Price and Donation.

The purchase price ("Purchase Price") for the Property is ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,400,000.00). The parties acknowledge that the fair market value of the Property exceeds the Purchase Price, and that the Property is being donated to Buyer as a charitable contribution to the extent of such excess. Upon request of Seller, Buyer agrees to execute and furnish to Seller Internal Revenue Service Form 8283 acknowledging receipt of the Property as a contribution to the extent of such excess.

Section 3. Payment of the Purchase Price.

B.O. 17-336

At the time of Closing, the Purchase Price shall be paid by Buyer to Seller in cash or by certified or cashier's check drawn on a financial institution acceptable to Seller, or by confirmed wire transfer ("Good Funds").

Section 4. Conditions Precedent to Sale.

This Agreement is subject to the following conditions precedent:

(a) Title Review. Within forty-five (45) days after the Execution Date, Buyer, at its sole cost and expense, shall obtain from Western Title & Escrow, 1215 NE Baker Street, McMinnville, Oregon 97128 ("Title Company"), a preliminary title report ("Title Report") on the Property and furnish a copy of the Title Report to Seller together with copies of all the documents referred to in the Title Report that are provided by the Title Company with the Title Report. Within the earlier to occur of (i) twenty (20) days after receipt by Buyer of the Title Report, or (ii) fifty (50) days after the Execution Date ("Title Contingency Date"), Buyer shall approve or disapprove any defects in the title or any liens, encumbrances, covenants, rights of way, easements or other outstanding rights disclosed by the Title Report, except those matters set forth in Section 6. Disapproval shall be by written notice given by Buyer to Seller setting forth the specific item or items disapproved by Buyer ("Buyer's Title Notice"). If no such notice of disapproval is given by Buyer by the Title Contingency Date, it shall be conclusively presumed that Buyer approves of the Title Report. If Buyer disapproves of any item or items contained in or disclosed by the Title Report, Seller shall have thirty (30) days after receipt of Buyer's Title Notice ("Seller's Cure Period") in which, at Seller's election, to eliminate any disapproved items from the policy of title insurance to be issued in favor of Buyer. If any such disapproved item is not eliminated by the end of Seller's Cure Period, then this Agreement shall terminate unless Buyer shall have elected to waive its prior disapproval in writing at least five (5) days prior to the date of Closing. In the event of termination due to any such uncorrected defect in title, this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other. In no event will Seller's failure to cure or delete as exceptions to the policy of title insurance any disapproved items be deemed to be a breach of this Agreement by Seller or entitle Buyer to any offset against the Purchase Price.

(b) Legal Description. Within thirty (30) days after the Execution Date, Seller, at its sole cost and expense, shall prepare from its real estate records and furnish to Buyer, for its review and approval, a legal description of the Railroad Property and the Easement Property. Buyer shall give Seller written notice of Buyer's approval or disapproval of the legal description by the Title Contingency Date, and failure to give such notice shall be deemed notice of approval.

(c) Feasibility Studies. Upon execution of this Agreement, Buyer, and its agents and contractors, are granted the privilege for a period fifty (50) days after the Execution Date ("Feasibility Review Period") of entering upon the Property for the purpose of performing environmental assessments, soil tests, engineering and feasibility studies of the Property as Buyer may deem necessary to determine the suitability of the soil conditions and other physical conditions of the Property. If Buyer wishes to perform any environmental sampling, then Buyer shall (i) before conducting any sampling, provide Seller with Buyer's work plan for sampling and

shall modify the work plan as reasonably requested by Seller, (ii) give Seller reasonable advance notice of the dates when sampling will be conducted so that Seller and/or its consultants have the opportunity to be present, (iii) conduct any sampling in accordance with the work plan referred to under (i) above and with generally accepted environmental engineering standards, and (iv) provide Seller with the draft report on such sampling for Seller's review and comments prior to the report being placed in final form, and give reasonable consideration to such comments. **Buyer and its agents and contractors will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller.** If Buyer discovers hazardous or toxic substances or materials on the Property, Buyer will immediately notify Seller.

If the results of such assessments, tests or studies are unsatisfactory in Buyer's reasonable opinion, Buyer may, at its option, terminate this Agreement by giving Seller written notice of termination before expiration of the Feasibility Review Period. If no such written notice of termination is given by Buyer to Seller before expiration of the Feasibility Review Period, the Property shall be deemed suitable for Buyer's purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all environmental assessments, soils, engineering and any other reports prepared for Buyer pertaining to the Property and such reports shall become the sole property of Seller without cost or expense of Seller (and the contents of such reports shall be kept confidential by Buyer and Buyer's consultants), and this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other. Regardless of whether this Agreement is terminated, Buyer shall promptly furnish Seller with a copy of any and all reports on environmental assessments performed for the benefit of Buyer.

Any entry on the Property by Buyer, its agents or contractors, for the purposes set forth in this Section 4(c) shall be subject to the following terms and conditions:

(i) Buyer shall notify Seller in writing at least forty-eight (48) hours prior to the date that each and every such test or inspection is to be conducted on the Property and shall provide evidence, satisfactory to Seller, of the availability of adequate public liability and other insurance, which insurance shall name Seller as an additional insured;

(ii) **To the maximum extent permitted by Oregon law**, Buyer agrees to indemnify, defend and save harmless Seller and/or Seller's affiliates ("Seller's affiliates" means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents, servants and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with or incident to the occupation or use of the Property by, or the presence thereon of Buyer, Buyer's agents, contractors, servants or licensees prior to Closing;

(iii) Buyer covenants and agrees to pay in full for all materials joined or affixed to the Property and to pay in full all persons who perform labor upon said

premises, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Property for any work done or materials furnished thereon at the instance or request or on behalf of Buyer; and Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished prior to Closing;

(iv) If the sale and purchase of the Property does not close, Buyer shall, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller may perform the work of restoration and Buyer shall reimburse Seller for the cost and expense of the work within thirty (30) days after rendition of bill therefore by Seller; and

(v) Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason, Buyer nevertheless shall be obligated to comply with the provisions of this Section 4(c).

(d) Buyer's Board Approval. The terms and conditions of this transaction are subject to approval by Buyer's Board of Commissioners. Notice of approval or disapproval shall be given by Buyer to Seller on or before October 19, 2017, and failure to give such notice within said time period shall be deemed notice of disapproval. If, on or before October 19, 2017, the terms of this Agreement are not approved by Buyer's Board of Commissioners for any reason, then this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without further force and effect, and without further obligation of either party to the other.

(e) Seller's Management Approval. The terms and conditions of this transaction are subject to approval in accordance with Seller's Management Policy Statement. Notice of approval or disapproval shall be given by Seller to Buyer on or before September 21, 2017, and failure to give such notice shall be deemed notice of disapproval. If, on or before September 21, 2017, the terms of this Agreement are not approved for any reason in accordance with Seller's Management Policy Statement, then this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

Section 5. Escrow.

(a) Escrow. Upon execution of this Agreement by both parties, an escrow account shall be opened with Title Company, and Buyer shall deposit an executed copy of this Agreement with Title Company. On or before the date of Closing, Buyer shall deposit into escrow the Purchase Price, the Assignment of Easement referred to in Section 6 as executed by Buyer and the Assignment and Assumption Agreement referred to in Section 7 as executed by Buyer, and Seller shall deposit the Quitclaim Deed referred to in Section 6, the Assignment of Easement referred to in Section 6 and the Assignment and Assumption Agreement referred to in Section 7 as executed by Seller. Title Company shall be instructed that when it is in a position to deliver to Seller the Purchase Price, and to issue a standard owner's policy of title insurance in

the full amount of the Purchase Price, insuring title to the Railroad Property in Buyer, subject only to the items set forth in Section 6, Title Company shall:

- (i) record and deliver the Quitclaim Deed to Buyer;
- (ii) record and deliver the Assignment of Easement to Buyer;
- (iii) deliver an executed counterpart of the Assignment and Assumption Agreement to each of Buyer and Seller;
- (iv) deliver to Seller the Purchase Price; and
- (v) issue and deliver to Buyer the standard owner's policy of title insurance.

(b) Extended Coverage. Buyer, at its option and at its sole cost and expense, shall have the right to obtain ALTA extended coverage and/or an ALTA survey of the Property; provided, however, that the failure to obtain such extended coverage shall not be a condition to nor delay the Closing beyond the date of Closing set forth in Section 7 below, and that Seller will not be required to assume any obligations or liabilities in addition to Seller's obligations and liabilities under this Agreement.

(c) Seller's Costs. At Closing, Seller shall pay Seller's pro rata share of real estate taxes (whether general or special) assessed against the Property and due and payable for the year of Closing.

(d) Buyer's Costs. At Closing, Buyer shall pay the following costs:

- (i) All of the escrow fee;
- (ii) The cost of recording the Quitclaim Deed and the Assignment of Easement;
- (iii) The premium for the issuance of the owner's policy of title insurance;
- (iv) The Oregon State real estate excise tax, if any;
- (v) The cost of the required state revenue stamps, if any; and
- (vi) Buyer's pro rata share of real estate taxes (whether general or special) assessed against the Property and due and payable for the year of Closing.

Section 6. Title.

(a) Railroad Property. Upon Closing as set forth in Section 5, all of Seller's right, title and interest in and to the Railroad Property shall be transferred by Seller to Buyer by a duly executed Quitclaim Deed in the form marked **Exhibit B**, attached hereto and hereby made a part

hereof. Title to the Railroad Property shall be insurable as free and clear of all liens, encumbrances, exceptions, and reservations other than the following:

- (i) The Identified Licenses referred to in Section 7;
- (ii) Non-delinquent real property taxes (whether general or special);
- (iii) Standard printed exceptions in the title policy; and
- (iv) Items disclosed in the Title Report and approved or waived by Buyer as set forth in Section 4(a).

(b) Easement Property. Upon Closing as set forth in Section 5, all of Seller's right, title and interest in and to the Easement Property shall be transferred by Seller to Buyer by a duly executed Assignment of Easement in the form marked **Exhibit C**, attached hereto and hereby made a part hereof.

(c) To the maximum extent permitted by Oregon law, Buyer shall release, indemnify, defend and hold harmless Seller from and against any claims, actions, causes of action, liabilities, losses, costs or expenses (including, without limitation, attorney's fees and court costs), arising out of or in any manner connected with the sale to Buyer of Seller's interest in the Property, the delivery by Seller to Buyer of the Quitclaim Deed referred to in Section 6, the delivery by Seller to Buyer of the Assignment of Easement referred to in Section 6 and the nature of Seller's title to the Property, including but not limited to, claims that portions of the Property may be subject to reversion. The foregoing indemnity is in addition to, and not in limitation of, the release and indemnity in Section 10.

(d) Unidentified Licenses. Buyer acknowledges that the Property may be subject to licenses and other third party rights (collectively, "Unidentified Licenses") that have not been identified by Seller to Buyer after Seller's search of its real estate records. It is the responsibility of Buyer to determine if any of these Unidentified Licenses exist. If any Unidentified License that affects the Property is identified after the Execution Date by either Buyer or Seller, Seller's rights (including, without limitation, any income) and obligations under such Unidentified License will be assigned to and assumed by Buyer at Closing to the extent such Unidentified License affects the Property by inclusion in the Assignment and Assumption Agreement referred to in Section 7 below, or anytime after Closing if such Unidentified License is discovered by Buyer after Closing.

Section 7. Assignment of Identified Licenses.

Upon Closing, Seller shall assign to Buyer, and Buyer shall assume, all of Seller's right, title and interest in and to the license and other agreements (the "Identified Licenses") listed on **Exhibit B to Exhibit D** attached hereto and hereby made a part hereof, but only to the extent the Identified Licenses affect the Property. Such assignment and assumption shall be by duly executed Assignment and Assumption Agreement in the form attached hereto as **Exhibit D**

and hereby made a part hereof. Rentals and other payments under the Identified Licenses shall be prorated between Seller and Buyer as of the date of Closing.

Section 8. Closing; Possession.

Escrow for the Property shall close ("Close" or "Closing") on or before September 29, 2017 ("Closing Date"). Subject to the Unidentified Licenses, possession of the Property shall pass to Buyer on Closing. Buyer shall have no right to possession or occupancy of or entry upon any portion of the Property [except as set forth in Section 4(c)] and title to the Property shall be and remain vested in Seller until Closing.

Section 9. As Is; Release and Indemnity.

(a) As Is. Buyer and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives desire. Buyer acknowledges and agrees that the Property is to be sold and quitclaimed or assigned to and accepted by Buyer in an "as is" condition with all faults. Buyer further acknowledges that the Property was used for railroad right-of-way purposes and that some of the Property may be wetlands. Seller makes no representation or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Buyer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale and donation of the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Release. BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH BUYER NOW HAS OR WHICH BUYER MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC

SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

(c) Indemnity. FROM AND AFTER CLOSING, BUYER SHALL, **TO THE MAXIMUM EXTENT PERMITTED BY OREGON LAW**, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

(d) General Allocation of Environmental Responsibility. With respect to any existing or future environmental contamination of the Property, from and after Closing, Buyer, at no cost to Seller, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Buyer's use of the Property.

Section 10. Notices.

Any notices required or desired to be given under this Agreement shall be in writing and personally served, given by overnight express delivery, or given by mail. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive at the following address or at such other address as the party may from time to time direct in writing:

Seller:	UNION PACIFIC RAILROAD COMPANY ATTN: John Van Gelder, Manager-Real Estate 1400 Douglas Street, Mail Stop 1690 Omaha, Nebraska 68179 Telephone: (402) 544-2255
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With copy to: UNION PACIFIC RAILROAD COMPANY
 ATTN: Madeline Roebke, Senior General Attorney
 1400 Douglas Street, Mail Stop 1580
 Omaha, Nebraska 68179
 Telephone: (402) 544-1121

Buyer: YAMHILL COUNTY, OREGON
 ATTN: Yamhill County Counsel
 535 NE Fifth Street
 McMinnville, Oregon 97128
 Telephone: (503) 434-7502

Title Company: WESTERN TITLE & ESCROW
 ATTN: Charlie Cookson
 1215 NE Baker Street
 McMinnville, Oregon 97128

Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service. Copies of all notices to Seller or Buyer shall be given to Title Company, and copies of all notices to Title Company shall be given to the other party to this Agreement.

Section 11. Assignment.

Buyer shall not transfer or assign this Agreement, or any interest therein, without the consent in writing of Seller, and it is agreed that any such transfer or assignment, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and shall, at the option of Seller, terminate this Agreement.

Section 12. Condemnation.

If, prior to Closing, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement. In the event of such termination, this Agreement will be without any further force and effect and without further obligation of either party to the other. If neither party elects to terminate pursuant to this Section 12, the Purchase Price will be determined as though such condemnation had not occurred, and the net proceeds of condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer at Closing.

Section 13. Waiver of Breach.

A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

Section 14. Time of the Essence.

Time is of the essence of this Agreement.

Section 15. Law Governing.

This Agreement shall be governed in all respects by the laws of the State of Oregon.

Section 16. Merger.

The terms, provisions, covenants and conditions contained in this Agreement shall merge into the deed to be delivered by Seller to Buyer at Closing and shall not survive the Closing, except for the provisions of Section 4(c), 6(b), 9, 17 and 19.

Section 17. No Brokers.

The negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the parties without the intervention of any person which would give rise to any valid claim against either of the parties for brokerage commissions or other like payment. Each party shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payment arising out of the transaction contemplated by this Agreement and occasioned by the actions of such indemnifying party.

Section 18. Successors and Assigns.

Subject to the provisions of Section 11, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Section 19. Special Provision.

Seller, Federal ID No. 94-6001323, is not a foreign corporation and withholding of Federal Income Tax from the amount realized will not be made by Buyer. A certification prepared in conformance with IRS regulations under Section 1445 of the Internal Revenue Code is attached as **Exhibit D**.

Section 20. Land Use.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 (Definitions for ORS 30.930 to 30.947), IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Section 21. Tax-Deferred Exchange.

Seller may arrange for the exchange upon the Closing of one or more parcels of property for the Property in order to effect a tax-deferred exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and comparable provisions of state statutes. Buyer agrees to cooperate with Seller in connection with any such exchange. Such cooperation by Buyer shall include, but is not limited to, executing documents as reasonably may be required by Seller.

Section 22. Not An Offer.

The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell and donate the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale and donation of the Property shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Seller and Buyer.

Section 23. Severability.

In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction under applicable law, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

Section 24. Entire Agreement.

It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date first herein written.

SELLER:

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

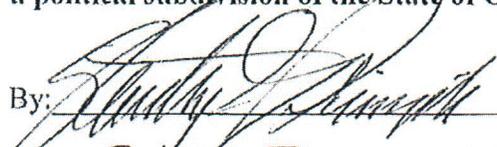
By: 

Name: TONY K. LOVE

Title: Assistant Vice President - Real Estate

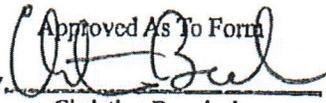
BUYER:

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

By: 

Name: Stan Primozech

Title: Chair, Board of Commissioners

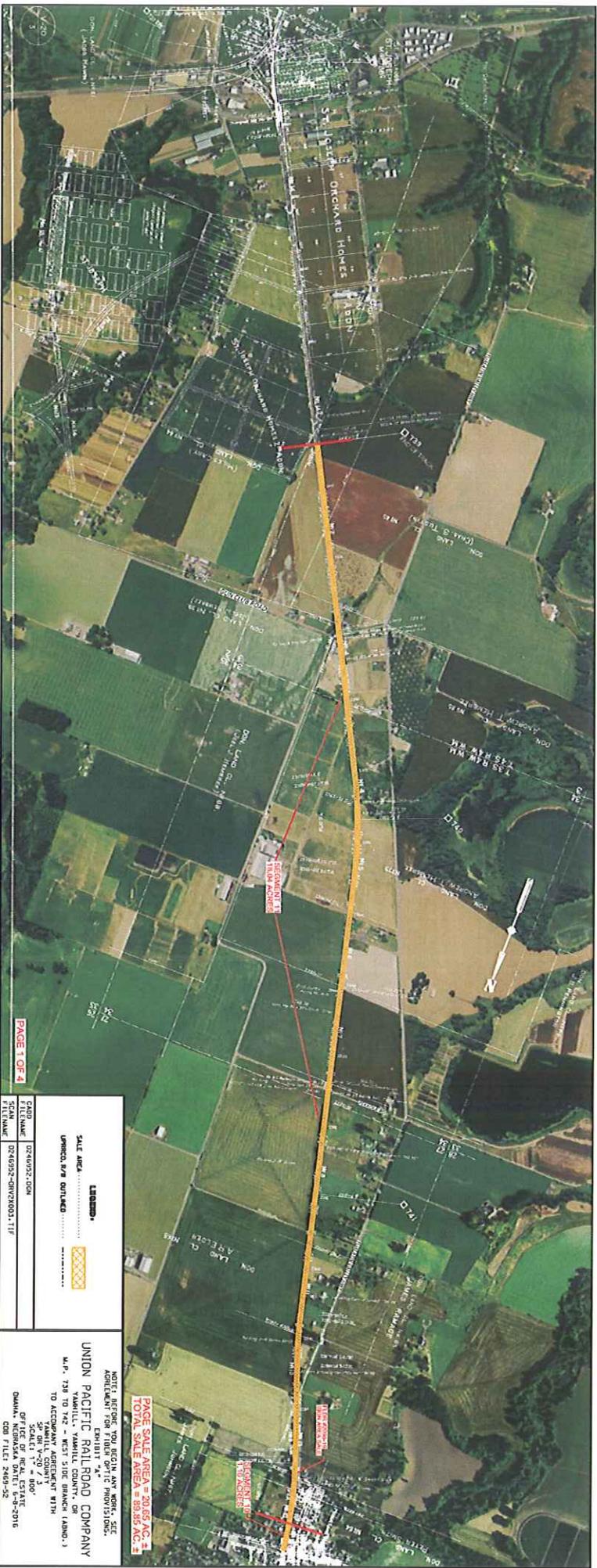
Approved As To Form
by: 
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
8-24-17 by Board Order
17-336

EXHIBIT A

PRINT OF PROPERTY TO BE ATTACHED

(following Page)



PAGE 1 OF 4

CADD FILENAME	0246932.DGN
FILENAME	0246932-0025003.11P

LEGEND

SALE AREA [Yellow Box]

UMPOD 8/8 OUTLINED [Red Box]

UNION PACIFIC RAILROAD COMPANY
 EXHIBIT "A"
 AGREEMENT FOR FUTURE OPTIC PROVISIONS,
 M.P. 129 TO 142 - WEST SIDE BRANCH (LAND 1)
 TO ACCOMPANY AGREEMENT #17H
 SANGHVI COUNTY
 SANGHVI COUNTY
 SCALE: 1" = 100'
 DATE OF RECORDATION: 01/18/2016
 DRAWN: CBB FILE# 2469-32

PAGE SALE AREA = 20.85 AC. ±
 TOTAL SALE AREA = 83.89 AC. ±



PAGE 2 OF 4

LEGEND	
SALE AREA
UNION PAC OUTLINED

NOTES: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FURTHER DETAILED PROVISIONS.
 UNION PACIFIC RAILROAD COMPANY
 M.P. 742 TO 746 - WEST SIDE BRANCH (LAND 1)
 TO ACCORDANCE AGREEMENT WITH
 SCALE 1" = 100'
 SHEET NO. 2074
 DATE: NOVEMBER 1916
 JOB FILE: 2403-22

PAGE SCALE AREA = 25.66 AC. ±
 TOTAL SCALE AREA = 55.52 AC. ±

EXHIBIT B

After recording, return to:

Until a change is requested, all tax statements shall be sent to:

Space Above for Recorder's Use Only

2469-52

DONATIVE QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation), Grantor, releases, donates, and quitclaims to **YAMHILL COUNTY, OREGON**, a political subdivision of the State of Oregon, Grantee, and unto its successors and assigns, all right, title and interest in and to the real property (hereinafter the "Property") situated in Yamhill County, State of Oregon, as more particularly described in **Exhibit A**, hereto attached and hereby made a part hereof.

The true and actual consideration for this quitclaim is \$_____.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction

of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this _____ day of _____, 2017.

Attest:

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

Assistant Secretary

(Seal)

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 2017, before me, _____, Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

Accepted by Yamhill County, a political subdivision of the State of Oregon:

By: _____
Stan Primozych, Chair
Yamhill County Board of Commissioners

EXHIBIT A TO EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

~~TO BE ATTACHED~~

(Following Page)

UNION PACIFIC RAILROAD COMPANY

EXHIBIT "A"

ALL RIGHT TITLE AND INTEREST IN AND TO THAT PROPERTY FORMERLY KNOWN AS THE SOUTHERN PACIFIC TRANSPORTATION COMPANY (PREDECESSOR TO UNION PACIFIC RAILROAD COMPANY), LOCATED WITHIN YAMHILL COUNTY, STATE OF OREGON, WITHIN THE FOLLOWING DESCRIPTIONS:

<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>MERIDIAN</u>
NE1/4, 3	4 SOUTH	4 WEST	WILLAMETTE
34	3 SOUTH	4 WEST	WILLAMETTE
22	3 SOUTH	4 WEST	WILLAMETTE
21	3 SOUTH	4 WEST	WILLAMETTE
27	3 SOUTH	4 WEST	WILLAMETTE
16	3 SOUTH	4 WEST	WILLAMETTE
15	3 SOUTH	4 WEST	WILLAMETTE
10	3 SOUTH	4 WEST	WILLAMETTE
3	3 SOUTH	4 WEST	WILLAMETTE
34	2 SOUTH	4 WEST	WILLAMETTE
27	2 SOUTH	4 WEST	WILLAMETTE
26	2 SOUTH	4 WEST	WILLAMETTE
23	2 SOUTH	4 WEST	WILLAMETTE
14	2 SOUTH	4 WEST	WILLAMETTE
13	2 SOUTH	4 WEST	WILLAMETTE
12	2 SOUTH	4 WEST	WILLAMETTE

EXCLUDING THEREFROM THE FOLLOWING TRACTS OF LAND;

TRACT 1

A TRACT OF LAND LOCATED IN SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE JAMES RAMAGE DONATION LAND CLAIM NO.65, SAID TOWNSHIP AND RANGE; THENCE SOUTH 89 DEGREES 52 MINUTES 10 SECONDS WEST 407.01 FEET TO A POINT ON THE EAST MARGIN OF THE SOUTHERN PACIFIC RIGHT OF WAY IN SAID SECTION 27 AS MARKED BY AN IRON ROD SET IN COUNTY SURVEY 10010; THENCE SOUTH 89 DEGREES 52 MINUTES 10 SECONDS WEST 62.97 FEET TO A POINT ON THE WEST MARGIN OF SAID RIGHT-OF-WAY, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 5760.00 FEET, FROM WHICH BEGINNING A RADIAL LINE BEARS NORTH 72 DEGREES 17 MINUTES 10 SECONDS EAST; THENCE 26.20 FEET SOUTHEASTERLY ALONG SAID MARGIN AND SAID CURVE THROUGH A CENTRAL ANGLE OF DEGREES 15 MINUTES 38 SECONDS, THE CHORD OF WHICH CURVE BEARS SOUTH 17 DEGREES 50 MINUTES 39 SECONDS EAST 26.20 FEET, TO AN IRON ROD AT THE POINT OF BEGINNING; THENCE 40.10 FEET CONTINUING SOUTHEASTERLY ALONG SAID MARGIN AND SAID CURVE, THE CHORD OF WHICH BEARS SOUTH 18 DEGREES 10 MINUTES 26 SECONDS EAST 40.10 FEET, TO AN IRON ROD; THENCE LEAVING SAID CURVE AND SAID MARGIN ON A RADIAL LINE BEARING NORTH 71 DEGREES 37 MINUTES 36 SECONDS EAST 15.00 FEET TO AN IRON ROD AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 5745.00 FEET, FROM WHICH BEGINNING A RADIAL LINE BEARS NORTH 71 DEGREES 37 MINUTES 36 SECONDS EAST; THENCE 40.00 FEET NORTHWESTERLY ALONG SAID CURVE, THE CHORD OF WHICH BEARS NORTH 18 DEGREES 10 MINUTES 26 SECONDS WEST 40.00 FEET TO AN IRON ROD; THENCE ON A RADIAL LINE SOUTH 72 DEGREES 01 MINUTES 32 SECONDS WEST 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 600.8 SQUARE FEET, MORE OR LESS.

TRACT 2

QUITCLAIM DEED, UNION PACIFIC RAILROAD COMPANY TO CARLTON 2007 L.L.C., OFFICIAL YAMHILL COUNTY RECORDS, RECORDED APRIL 4, 2008, DOCUMENT 200806366.

TRACT 3

QUITCLAIM DEED, UNION PACIFIC RAILROAD, OFFICIAL YAMHILL COUNTY RECORDS, RECORDED JANUARY 18, 2008, DOCUMENT 200800975

TRACT 4

QUITCLAIM DEED, UNION PACIFIC RAILROAD COMPANY TO CARLTON 2007 L.L.C., OFFICIAL YAMHILL COUNTY RECORDS, RECORDED SEPTEMBER 13, 2013, DOCUMENT 201314620.

TRACT 5

QUITCLAIM DEED, UNION PACIFIC RAILROAD COMPANY TO KATHRYN E. SCHREPEL TRUST, OFFICIAL YAMHILL COUNTY RECORDS, RECORDED SEPTEMBER 16, 2013, DOCUMENT 201314687.

TRACT 6

QUITCLAIM DEED, UNION PACIFIC RAILROAD COMPANY TO JACK R. COBLE AND BEVERLY J. COBLE, OFFICIAL YAMHILL COUNTY RECORDS, RECORDED JULY 6 , 1998, DOCUMENT 199812758.

UNION PACIFIC RAILROAD CO.
REAL ESTATE DEPARTMENT
OMAHA, NE.

LD 0246952
JUNE 19, 2017

EXHIBIT C

ASSIGNMENT OF EASEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

(Space Above for County Recorder's Use)

2469-52

ASSIGNMENT OF EASEMENTS

THIS ASSIGNMENT OF EASEMENTS (the "Assignment") is made and entered into as of the ____ day of _____, 201__, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Assignor") and **YAMHILL COUNTY, OREGON**, a political subdivision of the State of Oregon ("Assignee").

WITNESSETH:

WHEREAS, by Quitclaim Deed dated September 12, 2013 and recorded September 16, 2013 in the Yamhill County Official Records as document number 201314687 (the "Easement"), Assignor excepted and reserved a perpetual easement in favor of Assignor, its successors and assigns, to use and develop, including, without limitation, install, repair, replace and operate pipelines, wirelines, fiber optic, trails, railroad or communication facilities in certain property located in Yamhill County, Oregon as legally described on **Exhibit A** attached hereto and incorporated herein (the "Easement Property");

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment by Assignor. Effective as of the date of this Assignment, the Assignor hereby transfers, assigns and quitclaims to the Assignee all of Assignor's right, title and interest under the Easement in and to the Easement Property.

2. Acceptance and Assumption by Assignee. The Assignee hereby accepts the foregoing assignment of Assignor's right, title and interest under the Easement in and to the Easement Property and assumes and agrees to perform and keep and to be bound by all covenants, agreements, indemnities and obligations contained in the Easement with respect only to the Easement Property to be made, kept and performed by the Grantees thereunder.

3. Release of Assignor. From and after the effective date of this Assignment, the Assignee agrees to release the Assignor from any obligations to be kept, observed and performed by grantees under the Easement with respect only to the Easement Property.

4. Effective Date of Assignment. The effective date of Assignment shall be the date first herein written.

IN WITNESS WHEREOF, the Assignor and Assignee have each duly executed this Assignment of Easements as of the date first herein written.

Attest:

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

Assistant Secretary
(Seal)

By: _____
Printed Name: _____
Title: _____

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

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this ____ day of _____, 201__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged on this ____ day of _____, 201__ before me, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, by _____ to me personally known, who stated that he/she is the _____ of Yamhill County, Oregon, a political subdivision of the State of Oregon, and that he/she is duly authorized in his/her capacity to execute the foregoing instrument for and in the name of said political subdivision, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Notary Public

(Seal)

EXHIBIT A TO EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT PROPERTY

A perpetual easement being located within the Old Railroad Depot Property in Yamhill, Oregon situated within Section 3, Township 3 South, Range 4 West, Willamette Meridian and also within the J. Robertson DLC #85 the exterior boundary of said easement being more particularly described as follows:

Beginning at a point on the north margin of Highway 240 said point also being the Southwest corner of the Old Railroad Depot Property currently owned by Union Pacific Railroad and which bears North $87^{\circ}08'31''$ East 1033.16 feet from the Northeast corner Lot 8 Ellie's Garden Subdivision; thence North $2^{\circ}15'$ East along the westerly boundary of the depot property a distance of 986.72 feet more or less to the Northwest corner of the depot grounds; thence South $87^{\circ}45'00''$ East 180.00 feet along the north boundary of said depot grounds to the intersection with the easterly margin of the 60 foot wide railroad right of way; thence South $2^{\circ}15'00''$ West a distance of 30.00 feet; thence North $87^{\circ}45'00''$ West 115.00 feet to the point of curvature of a 35.00 foot radius curve; thence 54.98 feet along said curve, concave to the southeast, (chord bearing South $47^{\circ}15'00''$ West 49.50 feet); thence South $2^{\circ}15'00''$ West, parallel to and 30 feet east of the west boundary of the depot property a distance of 920.79 feet more or less to the north margin of Highway 240; thence North $89^{\circ}31'20''$ West 30.01 feet more or less to the point of beginning and the terminus of this easement.

EXHIBIT D

ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Assignor"), **ASSIGNS AND TRANSFERS** to **YAMHILL COUNTY, OREGON**, a political subdivision of the State of Oregon ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to the leases and licenses (collectively, "Licenses") to the extent the Licenses affect the real property ("Property") described on **Exhibit A**, which Licenses are listed on **Exhibit B**.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Licenses as they relate to the Property accruing on and after the date hereof, and (b) indemnify, defend and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Licenses as they relate to the Property on and after the date hereof, or (2) claims under the Licenses as they relate to the Property by the licensees named in the Licenses accruing on and after the date hereof.

This assignment is made and accepted without recourse against Assignor as to the performance by any party under such Licenses.

All exhibits attached to this Agreement are incorporated herein for all purposes.

Dated the ____ day of _____, 2017.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

EXHIBIT A TO EXHIBIT D

LEGAL DESCRIPTION OF PROPERTY

~~TO BE ATTACHED~~

(Following Page)

UNION PACIFIC RAILROAD COMPANY

EXHIBIT "A"

ALL RIGHT TITLE AND INTEREST IN AND TO THAT PROPERTY FORMERLY KNOWN AS THE SOUTHERN PACIFIC TRANSPORTATION COMPANY (PREDECESSOR TO UNION PACIFIC RAILROAD COMPANY), LOCATED WITHIN YAMHILL COUNTY, STATE OF OREGON, WITHIN THE FOLLOWING DESCRIPTIONS:

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12	2 SOUTH	4 WEST	WILLAMETTE

EXCLUDING THEREFROM THE FOLLOWING TRACTS OF LAND;

TRACT 1

A TRACT OF LAND LOCATED IN SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE JAMES RAMAGE DONATION LAND CLAIM NO.65, SAID TOWNSHIP AND RANGE; THENCE SOUTH 89 DEGREES 52 MINUTES 10 SECONDS WEST 407.01 FEET TO A POINT ON THE EAST MARGIN OF THE SOUTHERN PACIFIC RIGHT OF WAY IN SAID SECTION 27 AS MARKED BY AN IRON ROD SET IN COUNTY SURVEY 10010; THENCE SOUTH 89 DEGREES 52 MINUTES 10 SECONDS WEST 62.97 FEET TO A POINT ON THE WEST MARGIN OF SAID RIGHT-OF-WAY, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 5760.00 FEET, FROM WHICH BEGINNING A RADIAL LINE BEARS NORTH 72 DEGREES 17 MINUTES 10 SECONDS EAST; THENCE 26.20 FEET SOUTHEASTERLY ALONG SAID MARGIN AND SAID CURVE THROUGH A CENTRAL ANGLE OF DEGREES 15 MINUTES 38 SECONDS, THE CHORD OF WHICH CURVE BEARS SOUTH 17 DEGREES 50 MINUTES 39 SECONDS EAST 26.20 FEET, TO AN IRON ROD AT THE POINT OF BEGINNING; THENCE 40.10 FEET CONTINUING SOUTHEASTERLY ALONG SAID MARGIN AND SAID CURVE, THE CHORD OF WHICH BEARS SOUTH 18 DEGREES 10 MINUTES 26 SECONDS EAST 40.10 FEET, TO AN IRON ROD; THENCE LEAVING SAID CURVE AND SAID MARGIN ON A RADIAL LINE BEARING NORTH 71 DEGREES 37 MINUTES 36 SECONDS EAST 15.00 FEET TO AN IRON ROD AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 5745.00 FEET, FROM WHICH BEGINNING A RADIAL LINE BEARS NORTH 71 DEGREES 37 MINUTES 36 SECONDS EAST; THENCE 40.00 FEET NORTHWESTERLY ALONG SAID CURVE, THE CHORD OF WHICH BEARS NORTH 18 DEGREES 10 MINUTES 26 SECONDS WEST 40.00 FEET TO AN IRON ROD; THENCE ON A RADIAL LINE SOUTH 72 DEGREES 01 MINUTES 32 SECONDS WEST 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 600.8 SQUARE FEET, MORE OR LESS.

TRACT 2

QUITCLAIM DEED, UNION PACIFIC RAILROAD COMPANY TO CARLTON 2007 L.L.C., OFFICIAL YAMHILL COUNTY RECORDS, RECORDED APRIL 4, 2008, DOCUMENT 200806366.

TRACT 3

QUITCLAIM DEED, UNION PACIFIC RAILROAD, OFFICIAL YAMHILL COUNTY RECORDS, RECORDED JANUARY 18, 2008, DOCUMENT 200800975

TRACT 4

QUITCLAIM DEED, UNION PACIFIC RAILROAD COMPANY TO CARLTON 2007 L.L.C., OFFICIAL YAMHILL COUNTY RECORDS, RECORDED SEPTEMBER 13, 2013, DOCUMENT 201314620.

TRACT 5

QUITCLAIM DEED, UNION PACIFIC RAILROAD COMPANY TO KATHRYN E. SCHREPEL TRUST, OFFICIAL YAMHILL COUNTY RECORDS, RECORDED SEPTEMBER 16, 2013, DOCUMENT 201314687.

TRACT 6

QUITCLAIM DEED, UNION PACIFIC RAILROAD COMPANY TO JACK R. COBLE AND BEVERLY J. COBLE, OFFICIAL YAMHILL COUNTY RECORDS, RECORDED JULY 6 , 1998, DOCUMENT 199812758.

UNION PACIFIC RAILROAD CO.
REAL ESTATE DEPARTMENT
OMAHA, NE.

LD 0246952
JUNE 19, 2017

EXHIBIT B TO EXHIBIT D

LIST OF LICENSES TO BE ASSIGNED

Exhibit 'B' to Exhibit 'A'
 Union Pacific Railroad Company
 Agreements to be Assigned
 Sale Folder 2469-52

AUDIT	FOLDER	PARTY NAME	PURPOSE	COUNTY	CITY	ST	SUBDIVISION	IMP START	IMP END	ANNUAL AMT	DISPOSITION	CONTAINED
S171746		CONTINENTAL TEL CO OF NW	Wire	Yamhill	YAMHILL	OR	SP Route Code F	744	0	\$0.00	Assigned	Totally
S162116		CARLTON CITY OF	Crossing - Public Roadway	Yamhill	CARLTON	OR	SP Route Code F	744	0	\$0.00	Assigned	Totally
S163215		GENERAL TEL CO	Wire	Yamhill	ST. JOSEPH	OR	SP Route Code F	739	0	\$0.00	Assigned	Totally
2181317	1910-18	VERIZON TELEPHONE CO	Crossing - Wireline	Yamhill	YAMHILL	OR	Westside	744	0	\$0.00	Assigned	Totally
2398959	1642-99	CARLTON, CITY OF	Easement - Roadway	Yamhill	CARLTON	OR	West Side Branch	743	0	\$0.00	Assigned	Totally
250430	1761-84	GENE BELT	Easement Granted by RR	Yamhill	YAMHILL	OR	West Side Branch	745	745	\$0.00	Assigned	Totally
S105292	1519-36	YAMHILL FARMS, G/O BELTVIEW FARMS, INC.	Lease: Agricultural with Structures	Yamhill	YAMHILL	OR	West Side Branch	745	0	\$0.00	Assigned	Totally
2697559	2817-00	PACIFIC NORTHWEST BELL	Crossing - Wireline	Yamhill	YAMHILL	OR	West Side Branch	745	0	\$0.00	Assigned	Totally
S190321		CONTINENTAL TEL CO OF NW	Wire	Yamhill	CARLTON	OR	SP Route Code F	743	0	\$0.00	Assigned	Totally
S193926		CONTINENTAL TEL CO OF NW	Wire	Yamhill	YAMHILL	OR	SP Route Code F	745	0	\$0.00	Assigned	Totally
S194226		COVE ORCHARD WATER ASSN	Pipeline	Yamhill	YAMHILL	OR	SP Route Code F	748	0	\$0.00	Assigned	Totally
222242	2022-15	BRADFIELD JAMES	Lease: Private Roadway/Driveway	Yamhill	YAMHILL	OR	WESTSIDE BRANCH	741	0	\$0.00	Assigned	Totally
S164524		PORTLAND GENERAL ELECTRIC CO	Wire	Yamhill	YAMHILL	OR	SP Route Code F	742	0	\$0.00	Assigned	Totally
S154340		L/A WATER COOP	Pipeline	Yamhill	DELLWOOD	OR	SP Route Code F	750	0	\$0.00	Assigned	Totally
S153024		PORTLAND GENERAL ELECTRIC CO	Wire	Yamhill	DELLWOOD	OR	SP Route Code F	751	0	\$0.00	Assigned	Totally
S203578		NORTHWEST NATURAL GAS	Pipeline	Yamhill	YAMHILL	OR	SP Route Code F	748	0	\$0.00	Assigned	Totally
S170467		COVE ORCHARD SANITARY SEWER DIST	Pipeline	Yamhill	YAMHILL	OR	SP Route Code F	748	0	\$0.00	Assigned	Totally
S170467		PFEIFFER, L	Pipeline	Yamhill	CARLTON	OR	SP Route Code F	743	0	\$0.00	Assigned	Totally
240551	2212-39	CITY OF CARLTON	Crossing - Pipeline	Yamhill	CARLTON	OR	Westside	742	0	\$0.00	Assigned	Totally
S172799		PORTLAND GENERAL ELECTRIC COMPANY	Wire	Yamhill	CARLTON	OR	SP Route Code F	743	0	\$0.00	Assigned	Totally
237003	2302-90	CITY OF CARLTON	Crossing - Pipeline	Yamhill	CARLTON	OR	Westside Branch	742	0	\$0.00	Assigned	Totally
S195952		VALLEY VIEW WATER ASSOCIATION	Pipeline	Yamhill	YAMHILL	OR	SP Route Code F	743	0	\$0.00	Assigned	Totally
S211050		PACIFIC TELECOM CABLE, INC.	Pipeline	Yamhill	YAMHILL	OR	SP Route Code F	749	0	\$0.00	Assigned	Totally
266945	2861-28	PORTLAND GENERAL ELECTRIC COMPANY	Crossing - Wireline	Yamhill	YAMHILL	OR	West Side Branch	747	0	\$0.00	Assigned	Totally
272718	2302-91	CITY OF CARLTON	Crossing - Pipeline	Yamhill	YAMHILL	OR	West Side Branch	742	0	\$0.00	Assigned	Totally
S072574	1489-49	PORTLAND GENERAL ELECTRIC COMPANY	Encroachment - Wireline	Yamhill	CARLTON	OR	Westside	742	0	\$0.00	Assigned	Totally
S194339		SUNNYSIDE TELE CO	Wire	Yamhill	CARLTON	OR	Westside SP Code F	743	743	\$2,674.00	Assigned	Totally
S099873		YAMHILL COUNTY OF	Wire	Yamhill	YAMHILL	OR	SP Route Code F	743	0	\$0.00	Assigned	Totally
2302-92		CITY OF CARLTON	Crossing - Private Roadway	Yamhill	DELLWOOD	OR	Westside	472	0	\$0.00	Assigned	Totally
239510	2359-81	PORTLAND GENERAL ELECTRIC COMPANY	Crossing - Pipeline	Yamhill	CARLTON	OR	West Side	742	0	\$0.00	Assigned	Totally
251196	2540-75	CITY OF CARLTON	Crossing - Pipeline	Yamhill	CARLTON	OR	West Side	742	0	\$0.00	Assigned	Totally
251190	2540-76	CITY OF CARLTON	Crossing - Pipeline	Yamhill	CARLTON	OR	West Side	742	0	\$0.00	Assigned	Totally
S252087	2562-37	BELT, GENE H.	Lease: Public/Private Parking	Yamhill	YAMHILL	OR	WEST SIDE BRANCH	745	0	\$2,533.00	Assigned	Totally
S205362		TCI CABLE TV	Wire	Yamhill	CARLTON	OR	SP Route Code F	74	0	\$0.00	Assigned	Totally
S201867		CONTINENTAL TEL CO OF NW	Wire	Yamhill	DELLWOOD	OR	SP Route Code F	750	0	\$0.00	Assigned	Totally
S171663		CONTINENTAL TEL CO OF NW	Wire	Yamhill	DELLWOOD	OR	SP Route Code F	750	0	\$0.00	Assigned	Totally
S171696		CONTINENTAL TEL CO OF NW	Wire	Yamhill	YAMHILL	OR	SP Route Code CF	748	0	\$0.00	Assigned	Totally

EXHIBIT E**CERTIFICATION OF NON-FOREIGN STATUS**

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, YAMHILL COUNTY, OREGON, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY is not a disregarded entity as defined in Section 1.445.2(b)(2)(iii) of the Internal Revenue Code;
3. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 94-6001323; and
4. UNION PACIFIC RAILROAD COMPANY'S office address is 1400 Douglas Street, Omaha, Nebraska 68179, and place of incorporation is Delaware.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three-year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

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

By: _____
Title: _____
Date: _____

B.O. 17-336