

Form 20

Audit No. OMA-7633

Folder No. 108-28

COPY

THIS SUPPLEMENTAL AGREEMENT is made as of the _____ day of _____, 19____, by and between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, (hereinafter the Lessor) and CITY OF LEXINGTON, a municipal corporation of the State of Nebraska to be addressed c/o Bill Podraza, City Manager, at P. O. Box 70, Lexington, NE 68850 (hereinafter the Lessee).

RECITALS:

By instrument dated November 22, 1985, the parties hereto or their predecessors in interest (if any), entered into an agreement (herein the "Basic Agreement") identified as Audit No. OMA-7633 covering site for public parking located at Lexington, Nebraska.

The parties now desire to modify the Basic Agreement by substituting Exhibit "A" prints, adding a Special Provision entitled "Fence", and changing the lease purpose.

AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Section I. - SUBSTITUTION OF PRINT

The print dated April 16, 1989, attached hereto as Exhibit "A", shall be and hereby is substituted for the print dated November 11, 1985 attached to the Basic Agreement, and from and after the effective date herein whenever the term Premises is used in the Basic Agreement, or any amendment or supplement thereto (if any), such reference shall be deemed to refer to the Premises as shown on Exhibit "A", hereto attached.

Section II. - AMENDMENT OF SECTION 1 OF BASIC AGREEMENT

Effective as of June 1, 1989, Section 1 of the Basic Agreement shall be, and hereby is amended to read as follows:

"... such Premises to be used only as a site for a memorial park."

Section III. - ADMINISTRATIVE HANDLING CHARGE

Upon execution and delivery of this Supplemental Agreement, the Lessee shall pay to the Lessor an administrative handling charge of One Hundred Dollars (\$100.00).

Section IV. - SPECIAL PROVISIONS

Special Provision entitled "Fence" is attached hereto and hereby made a part hereof.

Section V. - PROTECTION OF FIBER OPTIC CABLE SYSTEMS

(a) Fiber optic cable systems may be buried on the lessor's property. Lessee shall telephone the Lessor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the lessor's premises to be used by the Lessee. If it is, Lessee will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocating or other protection of the fiber optic cable prior to beginning any work on the lessor's premises.

(b) In addition to the liability terms elsewhere in this Agreement, the Lessee shall indemnify and hold the Lessor harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of the Lessee, its contractor, agents and/or employees, that causes or in any way or degree contributes to (1) any damage to or destruction of any telecommunications system by the Lessee, and/or its contractor, agents and/or employees, on lessor's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on lessor's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies).

Section VI. - EFFECTIVE DATE

This Supplemental Agreement shall be effective as of June 1, 1989.

Section VII. - AGREEMENT SUPPLEMENTAL

This agreement is supplemental to the Basic Agreement, as herein amended, and nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed as of the day and year first hereinabove written.

Witness:

UNION PACIFIC RAILROAD COMPANY

By: _____
Gen Dir-Contracts & Real Estate

Witness:

CITY OF LEXINGTON

X _____

X Robert L. Hawks
Mayor



NOTE: Before you begin any work, see agreement for fiber optic provisions.

Exhibit 'A'
UNION PACIFIC RAILROAD COMPANY
 Lexington, Dawson County, Nebraska
 MP 224.30 - Council Bluffs Sub
 Lease to the City of Lexington, Nebraska.

Scale: 1" = 100'
 Office of Director
 Contracts & Real Estate
 Omaha, Nebraska April 6, 1989
 LEF File: 51-44

*** LEGEND ***

- Lease area shown..... [shaded pattern]
- Fence shown..... [x x x x]
- UPRRCO. R/W outlined..... [dashed line]

196 L 30470
 F245.043
 JOC
 27+78
 link 166' Lt. 26+90
 26+26
 ulv. 194 L 26400
 65322-3 25+15
 611 28+15

FENCE

A. The Lessee agrees to construct and maintain at its sole expense a fence of a design satisfactory to the Lessor in the location shown on the plat hereto, with the understanding that upon the expiration or termination of this Lease, howsoever, or whenever required so to be by the Lessor in its sole discretion, the Lessee shall remove the fence from the Premises at the Lessee's sole cost and expense, and if the Lessee fails to remove the fence, the Lessor may perform the work and the Lessee shall reimburse the Lessor for the cost of such removal within thirty (30) days after bill rendered.