



January 10, 2023
Project: 0751433

CITY OF LARAMIE

Reference is made to that certain Agreement dated April 22, 2021, between UNION PACIFIC RAILROAD COMPANY ("Licensor"), and CITY OF LARAMIE ("Licensee"), or their predecessors in interest, covering one underground 20 inch DIP water transmission pipeline encroachment and crossing on Railroad Company's property at or near Laramie, Wyoming. Said License Agreement is identified in the Railroad Company's records as Audit No. 302735, (hereinafter "Basic Agreement"), which has or will expire(d) by its own terms.

Subject to the termination provisions contained herein or in the Basic Agreement, the term of the Basic Agreement is hereby renewed and/or extended commencing as of January 10, 2023 and continuing through December 10, 2023, and that all the terms and conditions of the Basic Agreement, as heretofore or herein supplemented and/or amended (if applicable), shall remain in full force and effect during the extended term.

Upon the execution and delivery of this Agreement, the Licensee shall pay to the Licensor an administrative handling charge of three thousand seven hundred fifty five Dollars (\$3,755.00).

The Basic Agreement may be terminated by either party on thirty (30) days' written notice to the other party.

Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall complete the required forms at up.com/CBUD to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will contact the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Licensor's premises.

In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold harmless the Licensor from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Licensor's property, and (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 Licensor's property. Licensee shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.

This Letter Agreement is supplemental to the Basic Agreement, and nothing herein contained shall be construed as amending or modifying the same, except as herein specifically provided. Please execute this letter indicating your acceptance and return one copy to me.

Fees are due and payable upon your execution of the Letter Agreement. Please include your payment with the return of a fully executed copy. This Letter Agreement will not be considered effective by the Licensor until we receive both the fully executed duplicate original of this Letter Agreement and the fee payment. If you require formal billing, you may consider this Letter Agreement as a formal bill.

In compliance with the Internal Revenue Service's new policy regarding its Form 1099, this is to advise you that 946001323 is Union Pacific Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

The foregoing Letter Agreement is accepted, approved and executed on this _____ day of _____, 20____.

If you have any questions regarding this letter, please contact Justin Soriano at jasorian@up.com.

UNION PACIFIC RAILROAD COMPANY

By: _____
Justin Soriano
Analyst Finance

CITY OF LARAMIE

By: _____
Title: _____