

AGENDA ITEM 36

Consider approving roadway street names in Williamson County Regional Park, Phase 1.

The Commissioners discussed potential names for the park roadways. Perry Mayfield Drive was the most popular name for the main road in the park. Paul Linehan is to come back with name possibilities after checking with 911 Addressing.

No action was taken on this agenda item, which will be added to the January 7, 2003 agenda.

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 10:13 A.M. ON TUESDAY, DECEMBER 17, 2002.

AGENDA ITEM 37

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 10:40 A.M. ON TUESDAY, DECEMBER 17, 2002.

AGENDA ITEM 38

Discuss and take appropriate action on real estate.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve a license agreement with Georgetown Railroad on the Northeast Inner Loop.

Vote: **5 - 0**

< Attachment >

DECEMBER 12, 2002 VERSION

NEW PUBLIC ROAD CROSSING
GRANGER BRANCH MILE POST 921.11
GEORGETOWN INNER LOOP ROAD
GEORGETOWN, WILLIAMSON COUNTY, TEXAS

THIS AGREEMENT, Made and entered into as of the 16 day of JAN, 2003, by and between Georgetown Railroad Company, Inc. with an address of P. O. Box 529, Georgetown, Texas 78627 (hereinafter referred to as the "Railroad") and the COUNTY OF WILLIAMSON, TEXAS with an address of 710 South Main Street, Georgetown, Texas 78626 (hereinafter referred to as the "Political Body"), WITNESSETH:

RECITALS:

The Political Body desires to undertake as its project the construction of a new road called the Georgetown Inner Loop Extension (hereinafter the "Project").

The Political Body desires the right to use for the Project that portion of the right-of-way of the Railroad at Mile Post 921.11, located on the Granger Branch (hereinafter referred to as the "Crossing Area") as shown on the attached print dated the 16 day of JANUARY, 2003, marked as Exhibit A.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE I. RAILROAD GRANTS RIGHT.

For and in consideration of the Political Body's agreement to perform and abide by the terms of this Agreement, including Exhibits A, B, B-1 and C, attached hereto and hereby made apart of hereof, the Railroad hereby grants to the Political Body, the right to establish, construct, maintain, repair, renew, and use a public highway at grade over and across the Crossing Area, together with the right of entry to control and remove from the Railroad's right-of-way on each side of the Crossing Area, weeds and vegetation which may obstruct the view of motorists, approaching the Crossing Area, to any trains that may also be approaching the Crossing Area.

Article II. IF WORK IS TO BE PERFORMED BY CONTRACTOR.

If a contractor is to do any of the work performed on the Project (including initial construction, subsequent relocation, or a substantial maintenance and repair work), then the Political Body shall require its contractor to execute the Railroad's form Contractor's Right of Entry Agreement. Political Body acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Political Body's contractor be allowed onto Railroad's premises without first executing the Contractor's Right of Entry Agreement.

Article III. INDEMNIFICATION BY POLITICAL BODY AND CERTIFICATE OF INSURANCE BY POLITICAL BODY'S CONTRACTORS AND SUBCONTRACTORS.

The Public Body, in the form of Williamson County, Texas, is asking for the license for a crossing of the railroad and the Railroad is responding to this request in a gesture of public spirit, however, because there would be no liability concerning a roadway crossing of the railroad, but for the public roadway, there is this provision of Indemnity and therefore:

a) POLITICAL BODY shall indemnify and save harmless GEORGETOWN RAILROAD COMPANY, INC. and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including, without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, any claim against GEORGETOWN RAILROAD COMPANY, INC. and its officers, agents, and employees due to the construction, maintenance, repair and use of the licensed premises described in this agreement.

POLITICAL BODY further agrees to defend, at its own expense, and on behalf of GEORGETOWN RAILROAD COMPANY, INC. and in the name of GEORGETOWN RAILROAD COMPANY, INC., any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by POLITICAL BODY under the terms of this Agreement shall not exceed the sum of \$500,000.00 in property damages plus \$500,000.00 per person injured or killed.

The amount or amounts of the maximum amount of indemnity shall be subject to increase in accordance with changes in the Consumer Price Index for All Urban Consumers

(CPI-U) as promulgated by the Bureau of Labor Statistics of the United States Department of Labor, using the CPI-U for December, 2002 as a base. The formula for the calculation of the maximum amount of Indemnity shall be as follows:

$$\text{Indemnity} \times \frac{\text{CPI-U for month \& year of payment}}{\text{CPI-U for December 2002}} = \text{Maximum Amount of Indemnity}$$

In the event that the Consumer Price Index ceases to incorporate a significant number of items, or if a substantial change is made in the method of establishing such Consumer Price Index, then the Consumer Price Index shall be adjusted to the figure that would have resulted had no change occurred in the manner of computing such Consumer Price Index. In the event that such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication, evaluating the information thereto for use in determining the Consumer Price Index, shall be used in lieu of such Consumer Price Index.

b) Before any work on the Premises begins, the Political Body's contractor and/or subcontractor (as defined in Section 8(a) of Exhibit B to this Agreement) will provide the Railroad with a certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit B-1 of this Agreement in a policy containing the following endorsement:

"Georgetown Railroad Company is named as additional insured with respect to all liabilities arising out of Insured's performance of the work."

c) The Political Body WARRANTS that this agreement has been thoroughly reviewed by its contractor's and/or subcontractor's insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and an endorsement as required herein.

Article IV. WORK TO BE PERFORMED BY THE RAILROAD.

(a) The Railroad may make any and all changes, alterations or relocations, whether temporary or permanent, and may provide flagging and other protective services and devices, which in the Railroad's judgement may be or become necessary or expedient within the Railroad's right-of-way because of the Project. Such work shall include, without limitations, installing and maintaining one 45-foot-wide concrete crossing surface, two flashing light signals, and constant warning circuits on the proposed Crossing Area. The Railroad will not alter the general scope of work without receiving written approval from the Political Body.

(b) The Political Body agrees to pay the Railroad the actual cost of the Railroad's work performed and materials supplied as hereinabove set forth, which is estimated to be ONE HUNDRED EIGHTY TWO THOUSAND NINE HUNDRED EIGHTY NINE AND 9/100 DOLLARS (\$ 182,989.09). Actual costs to the Railroad include customary additives to materials and services provided by the Railroad as shown on Exhibit C, attached hereto and hereby made a part hereof. The Political Body will pay the Railroad NINETY SEVEN THOUSAND SEVEN HUNDRED EIGHTY ONE AND 29/100 Dollars (\$97,781.29) upon execution of this Agreement. The Balance of the actual costs shall be detailed in a final bill issued to Political Body after the completion of the Project. Bills for work performed and materials supplied by the Railroad shall be paid by the Political Body promptly upon receipt thereof.

(c) (This paragraph has been intentionally left blank.)

(d) In the event that the flashing light signals, and/or the constant warning circuits at the subject crossing area are damaged, by vehicular incident, pedestrian activity or act of God, then the Railroad shall repair the damaged items and the Political Body shall promptly pay to the Railroad the costs of repair upon receipt of bills for the work performed and materials supplied.

(e) In the event that the Manual of Uniform Traffic Control Devices, any ordinances, regulations or laws change the standard for Flashing light signals and constant warning circuits, then the Railroad shall bring these items into conformity with the standards, and the Political Body shall promptly pay to the Railroad the costs of bringing these items into conformity upon receipt of bills for work performed and materials supplied.

(f) Political Body does hereby agree and promise for itself, its successors, assigns, agents, contractors and employees, to protect, defend, indemnify and hold harmless the Railroad from and to reimburse the Railroad for, any and all liability, alleged liability, expenses, and damages arising out of the risk herein assumed by Political Body, including claims, suits, judgements, costs, consequential damages, Attorney's fees of any party, and all other expenses incurred by Railroad.

(g) In the event of the failure of Political Body to pay any sum due hereunder or the breach of any covenant or provision herein by Political Body, Railroad may at its option have the right to pursue any legal remedy in a Court of appropriate jurisdiction, including but not limited to, an action for damages, or injunctive relief. Failure by Railroad to enforce any remedy herein shall not constitute a waiver of such default or a waiver of any future default. In no event shall any such action by the Railroad be deemed a waiver of other rights and benefits granted to the Railroad under this agreement. Political Body agrees that the Railroad shall not be required to make formal demand or to give notice for any due and unpaid monies, and Political Body does hereby expressly waive any right to receive such demand or

notice.

Article V. REQUIREMENT OF AREA FOR GRADE SEPARATION:

The Political Body recognizes the benefit of a grade separation between the railroad tracks and the new road being built. However, it is not anticipated that upon completion of construction that there will be a high volume of vehicular traffic or a high volume of rail traffic. At this time, the cost of such a grade separation is not realistic in view of public financing available. Recognizing the benefits of a grade separation, the Political Body shall reserve space which will be sufficient to construct a grade separation crossing of the Railroad's tracks on the Granger Branch, mile post 921.11, said space to be no less than 280 feet wide and extending at least 700 feet from the Railroad's right-of-way on both sides of the right-of-way.

Article VI. EFFECTIVE DATE; TERM.

This Agreement shall become effective as of the date first herein written, or the date work commences on the Project, whichever is earlier, and shall continue in full force and effect until terminated as herein provided.

Article VII. SPECIAL PROVISIONS

(a) The Political Body agrees to provide constant 120 volt AC, 60 amp electrical power service to the Crossing Area for use by the flashing light signals and crossing warning circuits. All costs for easements, power-line construction and monthly service will be paid by the Political Body to the electric utility.

(b) The Political Body will be responsible for providing and installing drainage culverts on both sides of the railroad track in the Crossing Area, as shown on Exhibit A.

(c) The Political Body agrees to assist the Railroad in closing the existing private road crossing located approximately 700 feet east of the Crossing Area by exchanging any claim the property owner (currently Stiles) has in the private road crossing, for an access easement from their property to the Georgetown Inner Loop Extension. Upon completion of the Project the Political Body also agrees to release any claim it may have on use of said private road crossing.

GEORGETOWN RAILROAD COMPANY, INC.

W. B. Snead

COUNTY OF WILLIAMSON, TEXAS

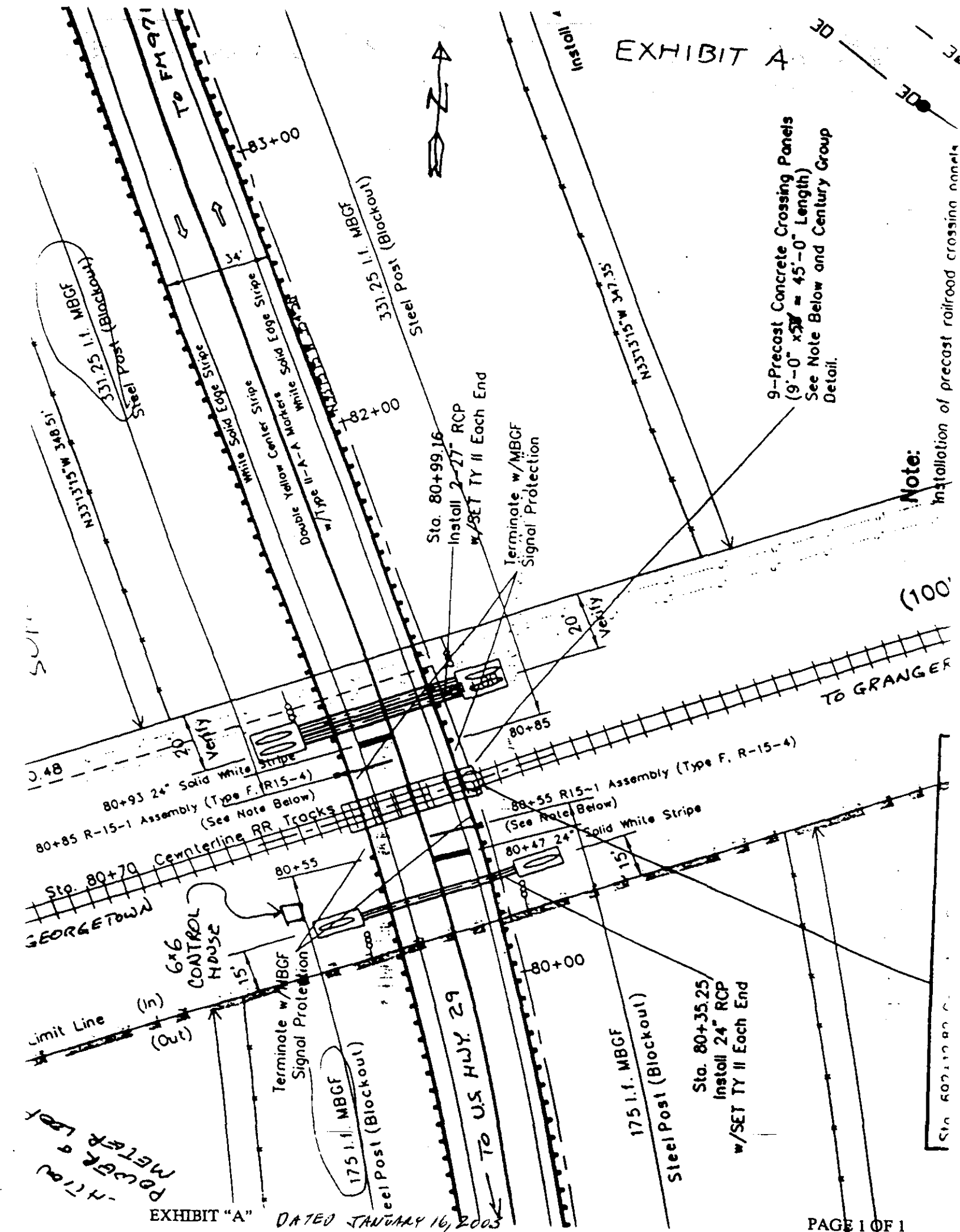
Its

(Seal)

~~Pursuant to Resolution/Order dated~~

_____, 200

~~hereto attached.~~



DECEMBER 12, 2002 AS OF 4PM VERSION

EXHIBIT B
Public Highway Crossing

Section 1. CONDITIONS AND COVENANTS.

(a) The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's prior written consent. Nothing herein shall obligate the Railroad to give such consent.

(b) The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes in such manner as not unreasonably to interfere with its use as a public highway. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its cost and expense, provide crossing surface and warning signals for the new rail crossing at equal or better quality to those being currently specified herein. The Railroad shall pay for the cost and expense of its roadbed, ballast rock, rail, and crossties.

(c) The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or not, and also to any renewals thereof. The Political body shall not damage, destroy or interfere with the property or rights of non-parties in, upon or relating to the railroad property, unless the Political Body at its own expense settles with and obtains releases from such non-parties.

(d) The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; also the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to any highway facilities located upon the property, provided that such attachments shall comply with Political Body's specifications and will not interfere with the use of the Crossing Area.

(e) So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

(f) If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the highway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

Section 2. CONSTRUCTION OF HIGHWAY.

(a) The Political Body, at its own expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

(b) Except as may be otherwise specifically provided herein, the Political Body, at its own expense, will furnish all necessary labor, material and equipment, and shall construct and complete the highway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right-of-way), and all necessary and proper drainage facilities, guard rails or barriers, and right-of-way fences between the highway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

(c) The Railroad will receive no ascertainable benefit from the construction of the Project, and, except as may be specifically provided herein, shall not be required to pay or contribute any part of the cost thereof.

(d) All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the highway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Railroad or its authorized representative and in accordance with detailed plans and specifications prepared by and at the expense of the Political Body, and approved in writing by the Railroad. Said approval shall not be unreasonably withheld.

(e) All construction work of the Political Body shall be performed diligently and completed within a reasonable time, and in any event within three (3) years from the effective date of this Agreement, or within such a further period of time as may be specified in writing by the Railroad. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work may or will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against the Railroad.

(f) If the Project includes construction of a structure over which trains are to be operated, or for which the Railroad has any responsibility for maintenance, the Political Body shall furnish the Railroad permanent reproducible prints of all design and shop drawings as soon as possible after approval by the Railroad or its authorized representative. Upon completion of construction, the Political Body shall furnish the Railroad two sets of "as constructed" prints and, in addition, upon request of the Railroad, "as constructed" permanent reproducible prints of all or any portion of the structure.

Section 3. INJURY AND DAMAGE TO PROPERTY.

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad.

Section 4. PAYMENT FOR WORK BY THE RAILROAD COMPANY.

(a) Bills for work and materials shall be paid by the Political Body promptly upon receipt thereof. The Railroad will submit to the Political Body current bills for flagging and other protective services and devices during progress of the Project. The Railroad will submit final billing for flagging and other protective services within one hundred and twenty (120) days after completion of the Project, provided the Political Body advises the Railroad of the commencement of the 120-day period by giving the Railroad written notification of completion of the Project.

(b) The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

Section 5. MAINTENANCE.

(a) If the Project involves a grade crossing:

(1) The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area, except the portions between the track tie ends, which shall be maintained by the Railroad at the expense of the Political Body. Maintenance in the Crossing Area includes the surfacing, flashing light signals and any other implements or systems installed in connection with the grade crossing.

(2) If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

(b) If the Project involves a public highway crossing under the Railroad's tracks:

(1) The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire substructure of the highway-railroad grade separation structure.

(2) The Railroad shall, at its own sole expense, maintain and repair, or cause to be maintained and repaired, the entire superstructure of the highway-railroad grade separation structure.

(c) If the Project involves a public highway crossing over the Railroad's tracks, the Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired, and renewed, the entire highway-railroad grade separation structure.

Section 6. CHANGES IN GRADE.

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track or tracks located on the Crossing Area, the Political Body shall, at its own expense, conform the public highway in the Crossing Area to conform with the change of grade of the trackage.

Section 7. REARRANGEMENT OF WARNING DEVICES.

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

Section 8. SAFETY MEASURES: PROTECTION OF RAILROAD COMPANY OPERATIONS.

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be

prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

(a) Definitions. All references in this Agreement to the Political Body shall include the Political Body's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of railroad property.

(b) Compliance With Laws. The Political Body shall comply with all applicable federal, state, county and municipal laws, orders, regulations, ordinances, enactments and legal rules affecting the work, including but not being limited to, sanitation, safety devices, fire prevention, environmental protection, pollution control and all other matters connected with the Crossing Area. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse and indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation Attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

(c) No Interference or Delays. The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

(d) Supervision. The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

- (e) Suspension of Work. If at any time the Political Body's engineers or the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- (f) Removal of Debris. The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.
- (g) Explosives. The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad, which shall not be given if, in the sole discretion of the Railroad, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate. In addition to any conditions, restrictions or limitations as may be specifically imposed:
- (1) Unless the Railroad agrees otherwise, the Political Body shall provide no less than 48 hours' notice, excluding weekends and holidays, before discharging any explosives.
- (2) Any explosives loaded in holes or placed or otherwise readied for discharge on a day shall be discharged on the same day during daylight hours, and at mutually acceptable times.
- (3) The Political Body, at its own expense, shall take all precautionary measures and construct all temporary shelters necessary to guard against danger of damage, destruction or interference arising out of or connected with any blasting or any transportation, handling, storage, security or use of explosives.
- (4) The Political Body shall require explosives to be transported, handled, stored or otherwise secured and used in a manner satisfactory to the Railroad and in

accordance with local, state and Federal laws, rules and regulations, including, without limitation, United States Department of Labor, Bureau of Labor Standards, Safety and Health Regulations for Construction, 29 CFR Part 1518, Subpart U - "Blasting and the Use of Explosives"; and Occupational Safety and Health Administration Occupational Safety and Health Standards, 29 CFR Part 1910, Subpart H - "Hazardous Materials".

(h) Obstructions to View. Except as otherwise specifically provided herein, the Political Body shall not cause or permit the view along the tracks of the Railroad to be obstructed, nor place any combustible material on the premises, nor erect any structures thereon. If public law or regulation requires control or removal of weeds or vegetation on each side of the Crossing Area, the Political Body will perform such control or removal work without expense to the Railroad or, if the Political Body may not lawfully perform the control or removal work, reimburse the Railroad for the cost of performing such control or removal. If the crossing is not equipped with automatic train activated warning devices with gate arms:

(1) The Political Body shall control or remove weeds and vegetation within and on each side of the Crossing Area so that the view of approaching motorists to approaching trains is not obstructed by weeds or vegetation; and

(2) Insofar as it may lawfully do so, the Political Body will not permit non-parties to construct sight obstructing buildings or other permanent structures on property adjacent to the right-of-way.

(i) Excavation. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

(j) Drainage. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the highway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon the property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or

any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

(k) Notice. Before commencing any work, the Political Body shall provide 48 hours prior notice (excluding weekends and holidays) to the Railroad.

(l) Fiber Optic Cables. Fiber optic cable systems are buried on the Railroad'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. Political Body shall determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. Political Body shall 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 Railroad's premises.

Section 9. INTERIM WARNING DEVICES.

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

Section 10. OTHER RAILROADS.

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

Section 11. REMEDIES FOR BREACH OR NONUSE.

(a) If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgement of the Railroad is necessary to place the highway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

(b) Non-use by the Political Body of the Crossing Area for public roadway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

- (c) The Political Body will surrender peaceable possession of the Crossing Area upon termination of this Agreement. Termination of this agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

Section 12. MODIFICATION - ENTIRE AGREEMENT.

No waiver, modification or amendment of this agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS.

This Agreement shall not be assigned without the written consent of the Railroad. Subject hereto, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

RREXHIBITBMODIFIED2 4PM DISK: GTOWNRAILROAD (02-075)

NOVEMBER 6, 2002

EXHIBIT B-1
Public Road
Insurance Requirements

The Political Body's Contractor/Subcontractors shall, at Contractor's/Subcontractors' sole cost and expense, procure the following kinds of insurance and promptly pay when due all premiums for that insurance. The Railroad Protective Insurance described in Paragraph D below only needs to be obtained and kept in force during the duration of the construction or major reconstruction of the highway located on the Premises. The other insurance coverage described in Paragraph A, B and C below shall be kept in force by the Political Body's Contractor/Subcontractors during the construction or major reconstruction of the highway located on the premises.

A. General Public Liability insurance providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and a general aggregate limit of at least \$4,000,000. This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, Underground Hazard, Broad Form Property Damage, a waiver of governmental immunity (ISO Form GL 24 14 or equivalent), severability of interests and name Railroad as an additional insured with respect to all liabilities arising out of Political Body's obligation to Railroad in the Agreement. If coverage is purchased on a "claims made" basis it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked should insurance covering the time period of this Agreement be cancelled.

B. Automobile Public Liability insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, severability of interests and name Railroad as an additional insured with respect to all liabilities arising out of Political Body's obligation to Railroad in the Agreement.

C. Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the state(s) affected by this Agreement and Employers' Liability with a limit of at least \$1,000,000. Also compliance with all laws of states which require participation in their state workers' compensation fund.

D. Railroad Protective Liability insurance naming Railroad as insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy

form shall be AAR-AASHTO with broad form coverage for "Physical Damage to Property" (ISO Form GL 00 30) or as revised ISO-RIMA (Form CG 00 35) and include pollution arising out of fuels and lubricants brought to the job site (ISO Form CG 2831 or equivalent). If the Lloyd's London policy form is used, limits shall be \$3,000,000 per occurrence with a \$9,000,000 aggregate and the Extended Claims Made Date shall be determined by adding the length of the original policy period plus one year to the policy expiration date.

The Political Body's Contractor(s)/Subcontractor(s) hereby waive their right of subrogation, as respects the above insurance policy(ies), against Railroad for payments made to or on behalf of employees of Political Body or its agents or its Contractor(s)/Subcontractor(s) and for loss of their owned or leased property or property under their care, custody and control while on or near Railroad's right-of-way or other real property. Political Body's and/or its Contractor's/Subcontractor's insurance shall be primary with respect to any insurance carried by Railroad.

Political Body's Contractor(s)/Subcontractor(s) shall furnish to Railroad certificate(s) of insurance evidencing the required coverage and endorsement(s) and upon request a certified duplicate original of any of those policies. The insurance company(ies) issuing such policy(ies) shall notify Railroad in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or cancellation thereof at least thirty (30) days prior thereto.

The insurance policy(ies) shall be written by a reputable insurance company or companies acceptable to Railroad or with a current Best's Insurance Guide Rating of B and Class VII or better. Such insurance company shall be authorized to transact business in the state(s) affected by this Agreement.

RRexhibitB1modified.WPD GTOWNRR (02-075)

GEORGETOWN RAILROAD COMPANY

DATE: 15 JULY 2002

FORCE ACCOUNT ESTIMATE

LOCATION: WILLIAMSON COUNTY, TEXAS
 INNER LOOP ROAD
 DOT CROSSING NO.: PENDING

SCOPE:

1. REMOVE EXISTING TRACK WITHIN CROSSING AREA
2. INSTALL NEW RAIL, BALLAST AND 10 FT. CROSSTIES
3. INSTALL 45 FT. LONG CONCRETE CROSSING
4. INSTALL 2 FLASHING LIGHT SIGNALS W/ GATE ARMS
 COMPLETE WITH CONTROL HOUSE & TRAIN DETECTION
 SEE ATTACHED QUOTE FROM RAILROAD SIGNAL, INC.
5. INSTALL 2 INSULATED RAIL JOINTS

QUAN	DESCRIPTION	UNIT COST	TOTAL
*****MATERIALS****			
45	LF CONCRETE CROSSING	185.00	8,325.00
31	EA WOOD CROSSTIE 7X9X10	47.40	1,469.40
15	EA WOOD CROSSTIE 6X8X8.5	22.00	330.00
2	KEG TRACK SPIKES	65.00	130.00
1	BDL TIE PLUGS	22.15	22.15
95	NT BALLAST ROCK	6.00	570.00
5	TL - FRT ON BALLAST	80.00	400.00
2	EA 80 FT 115 LB RAIL	797.33	1,594.66
1	FRT ON RAIL	650.00	650.00
2	EA INSULATED RAIL JTS.	238.00	476.00
-160	SALVAGE 112 LB RAIL- LF	1.92	(307.20)
0.15	HANDLING & ACCOUNTING - 15%	13,967.21	2,095.08
*****LABOR MAN-HRS****			
29	ENGINEERING	85.00	2,465.00
65	SUPERVISOR LABOR	38.00	2,470.00
260	CREW LABOR	21.00	5,460.00
0.5	LABOR ADDITIVES @ 50%	10,395.00	5,197.50
0.1	LABOR INSURANCE @ 10%	10,395.00	1,039.50
EQUIPMENT DAILY RATES**			
7	SUPERVISOR TRUCK	63.00	441.00
7	CREW TRUCK	60.00	420.00
4	WENCH TRUCK	123.00	492.00
7	TRACTOR BACKHOE	185.00	1,295.00
7	AIR COMPRESSOR	87.00	609.00
3	TRACK TAMPER	665.00	1,995.00
3	BALLAST REGULATOR	450.00	1,350.00
OTHER*			
1	LS - RSI QUOTE	144,000.00	144,000.00
GRAND TOTAL			182,989.09

EXHIBIT C PAGE 1 OF 2

RAILROAD SIGNAL, INC.

15110 E. Pine Street

TULSA, OK. 74116

Phone (918) 234-1522 fax (918) 234-1529

www.railroadsignalinc.com**HIGHWAY GRADE CROSSING WARNING SYSTEM QUOTE****GEORGETOWN RAILROAD**

LOCATION: LOOP 275 GEORGETOWN TX

PROJECT: FURNISH AND INSTALL FACTORY WIRED 6' X 6' ALUMINUM HOUSE
WITH GATES

CONTROL: SAFETRAN 3000 PREDICTOR REDUNDANT

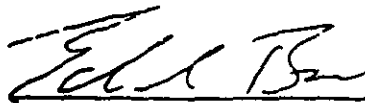
MATERIAL	\$77,054.00
LABOR CONSTRUCTION	\$10,020.00
LABOR CONTROL CASE WIRING	\$2,560.00
LABOR REMOVING EXISTING SIGNAL SYSTEM	\$650.00
ENGINEERING	\$2,200.00
EQUIPMENT RENTAL	\$1,980.00
COMPANY OWNED TRUCK EXPENSES	\$2,340.00
POWER TAP BY RAILROAD	\$0.00
ROAD BORING	\$2,630.00
TRAFFIC CONTROL	\$500.00
SHIPPING	\$1,983.00
SUBSISTENCE ALLOWANCES	\$3,100.00
FREIGHT CHARGES INCOMING	\$735.00
MOBILIZATION	\$2,100.00
TAXES	\$0.00
G & A	\$23,390.00
INSURANCE	\$12,758.00

TOTAL COST OF PROJECT \$144,000.00

PRICE DOES NOT INCLUDE ANY TAXES

INSUL SWITCHES WITHIN 880 FT OF CROSSING BY RAILROAD
IF REQUIRED

RAILROAD SIGNAL, INC.



EDDIE D. BURNS
PRESIDENTJune 13, 02

DATE

EXHIBIT C PAGE 2 OF 2

AGENDA ITEM 39

Comments from Commissioners.

Commissioner Limmer noted that he attended Bob Bennett's retirement party.

COMMISSIONERS' COURT ADJOURNED AT 11:14 A.M. ON TUESDAY, DECEMBER 17, 2002.