
**CONTRACT BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
ALARIO KNOWLES, LLC D/B/A “CEDAR ROCK RAILROAD”
FOR
INSTALLATION, OPERATION AND MAINTENANCE OF A MINIATURE TRAIN
RIDE AND CONCESSION
AT
SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK
 (“CEDAR ROCK RAILROAD”)**

This Contract is entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, hereinafter referred to as ("County"), and Alario Knowles, LLC D/B/A “Cedar Rock Railroad”, hereinafter referred to as ("CRRR").

WITNESSETH

WHEREAS, County has an interest in supporting the efficient and effective administration of the public health and safety, including but not limited to promoting recreational facilities and family-oriented activities;

WHEREAS, County owns a public park known as the Southwest Williamson County Regional Park located at 3005 County Road 175, Leander, Texas (“Park”);

WHEREAS, County issued a Request for Proposals T4523 Installation, Operation and Maintenance of a Miniature Train Ride and Concession at the Park (“RFP”);

WHEREAS, CRRR has an interest in supporting the provision of a recreational miniature train and related facilities, including proposed renovations and expansions of the existing “Cedar Rock Railroad”, concessions and other related improvements at the Park and submitted a Proposal in response to said RFP, being dated July 11, 2021;

WHEREAS, County, as a part of the award process in relation to the RFP, has negotiated the specific terms and conditions with CRRR relating to the Installation, Operation and Maintenance of a Miniature Train Ride Concession at the Park; and County and CRRR now hereby believe that it is in the public interest to enter into this Contract setting forth such terms and conditions;

NOW, THEREFORE, THE PARTIES agree as follows:

1. Public Purpose and Public Benefit. CRRR will operate, as an independent contractor in Williamson County, Texas, to provide miniature train and related facilities operations, including maintenance of all non-permanent improvements, and commence an improvement project of the existing “Cedar Rock Railroad” and add other related improvements to be located in the Park. CRRR will comply with the terms and conditions of this Contract and shall strictly comply *all policies of the Williamson County Commissioners Court and any oversight it has delegated to*

the Williamson County Parks Director.

2. Obligations of CRRR.

CRRR hereby agrees to the following:

- a. Provide improvements and modification to the Cedar Rock Railroad currently situated at the Park, which shall include (1) an upgrade to the track and train to accommodate a 24" gauge train ride; (2) construct a track reroute and crossings pursuant to the image attached here to as **Exhibit "A"**, which will result in a total track length of approximately 7,000 linear feet; (3) improve and upgrade the train passenger loading area; (4) be responsible for establishing construction limits and vegetation clearance in relation to such track construction which will include appropriate removal and disposal at a location outside of the Park; and (4) modify train operating schedule based on increased train capacity;
- b. Operate Locomotive Chase Crank Cars or similar ride, as agreed upon by County and CRRR, in an area agreed upon by County and CRRR;
- c. Complete construction and place into operation the 9-hole miniature golf course;
- d. Provide playscapes within the assigned area of the CRRR concession, as agreed upon by County and CRRR;
- e. Provide and construct a Pre-Engineered Metal Building at an agreed upon location that will serve as a train storage and maintenance facility for CRRR operations;
- f. Provide all labor, supplies, materials, equipment, associated maintenance/repairs and any other items necessary to construct the improvements and provide the services described herein;
- g. Provide County with all technical details and planning relating to roadway cuts/crossings in relation to any track modifications or reroutes, as well as provide all construction plans and specifications relating to any construction of improvements by CRRR;
- h. Be responsible for the training, supervision and expenses of all CRRR's staff;
- i. Ensure that all of CRRR's employees and volunteers pass a criminal background check prior to employment or service with CRRR;
- j. Have a manager on site and adequate staff to maintain effective operations during established business hours;
- k. Require and ensure that CRRR's staff are dressed appropriately, with identification to note they are a representative of CRRR and not of the County;
- l. Provide adequate and effective hours of operation with the Park's normal operating and open hours and obtain County's approval of such operating hours and days of operation;
- m. Sell pre-packaged snacks, drinks, souvenirs and party items at a concession stand, which must be preapproved by County;
- n. Provide new and well maintained pre-approved signage and proposed placement locations within the Park, to include promotional/directional signage, and operations signage at concession location that includes at minimum the hours of operation, prices for all resale items, emergency contact information for CRRR and County contact information;
- o. Provide daily sweeping and sanitation for the restroom facility located in the vicinity of the concession operation; provided, however, CRRR will not be responsible for collection or disposal of any biologically contaminated materials or replacement of toiletries at the bathrooms;

- p. Maintain and keep the concession operations grounds free and clear of trash, rubbish and refuse;
- q. Except as otherwise set out herein, provide any landscaping needs within the footprint of the concession operation;
- r. Provide cellular service and equipment necessary to process cash and credit card transactions at the concession facility;
- s. Be responsible for all utility service charges and fees associated with the electricity meter used for the new Pre-Engineered Metal Building to be constructed by CRRR and used for train storage and maintenance facility, to include account creation or transfer fees and monthly usage fees; provided, however, County will continue to assume electrical costs at the existing meter for the existing train storage and maintenance container until such time that CRRR constructs the new train storage and maintenance facility;
- t. Promptly notify the County of the need for any facility or equipment maintenance and/or repairs to County owned structures or to items or of property which County is obligated to maintain and/or repair hereunder;
- u. Not interfere with any of the services being performed by the County and/or its subcontractors in the Park;
- v. Within thirty (30) days of the execution of this Contract, submit and negotiate schedule for commencement and completion of all new improvements and modifications of existing improvements which is acceptable to County;
- w. Obtain and pay for any County or state required inspections and permits applicable to improvements to be made by CRRR and operations conducted by CRRR at the Park; and
- x. Comply with any geological assessment for all areas where construction is planned to ensure no impact exists to any protected environmental features within the Park;
- y. Comply with all County, state, local jurisdiction and federal regulations applicable to performing work and providing services described hereunder within the Park, which shall include, but not be limited to Americans with Disability Act regulations, OSHA, public health and safety regulations, playscape safety regulations, any applicable or required construction inspection and permitting, as well as pay the costs associated with complying with such regulations.
- z. Provide County with all reports, certificates or approvals received from third party agencies relating to the compliance or non-compliance with any state, local and/or federal regulations.
- aa. Ensure that all improvements are installed, maintained and operated by CRRR in a safe condition following the intent of applicable American Society for Testing and Materials standards or any other applicable standards at all times; as well as monitor all conditions daily and close any improvement to public use (or otherwise replace or cure any hazardous conditions) when there is any type of safety risk to the public or County employees.
- bb. CRRR will maintain all grade crossings within 18 inches of both sides of the centerline of the track during the term of this Contract. County is prohibited from modifying or adding any track grade crossings for any type of traffic, whether temporary or otherwise, at any location on the tracks without concurrence, agreement and coordination between County and CRRR. Furthermore, the final location of any additional crossings and/or the relocation of crossings must be agreed to by County and CRRR prior to construction of track realignment (See the image attached here to as **Exhibit "A"** that reflects conditions that County is willing to agree to as of the Effective Date of this Contract).

- cc. CRRR acknowledges the County's Park has many other non-related amenities, athletic fields and attractions located in the Park and that many visitors of the Park use the Park for purposes other than for CRRR's concession. Pursuant to such acknowledgment, CRRR hereby agrees to cooperate with County and use its best efforts to prevent patrons of CRRR from parking in areas of the Park other than in the parking spaces that are dedicated during Park events which could limit or prevent access to adequate adjacent parking facilities for CRRR's patrons, as set out under this Contract, so that visitors to the Park that are not patrons of CRRR's concessions will have the ability to park and use the other amenities, athletic fields and attractions located in the Park.

3. Obligations of County.

County hereby agrees to the following:

- a. The County will make reasonable attempts to minimize impact or interruptions to the CRRR's operations and will provide as much advanced notice to CRRR as practical and reasonable regarding any activity scheduled, planned or occurring on County owned land that may affect CRRR's operations, including but not limited to Park events which could limit or prevent access to adequate adjacent parking facilities for CRRR's patrons; and, during such events, the County dedicates the 39 parking spaces in the adjacent parking lot to the CRRR concession depot, which are depicted in the image attached here to as **Exhibit "B"**, and CRRR will be responsible to clearly designate, with temporary signage, said spaces as reserved for "Railroad Customer Parking Only". County will not be responsible to regulate parking should someone other than CRRR patron(s) utilize designated parking spaces;
- b. Provide electrical service to the concession operated facilities (other than to the new Pre-Engineered Metal Building to be constructed by CRRR for train storage and maintenance facility) for CRRR's usual and customary use;
- c. Provide access to potable water for occasional use via hose bib located at the adjacent restroom building; provided, however, wastewater service will not be provided;
- d. County will provide trash containers, trashcan liners and collection services; provided, however, County will add a dumpster to the parking area adjacent to the CRRR following the Effective Date of this Contract and, at such time, CRRR shall empty and dispose its refuse and debris that is customary to daily concession operations and general maintenance activities in the said dumpster;
- e. Provide mowing approximately 6' from each side of the centerline of the train track and provide herbicide treatment of CRRR's train track and ballast footprint, as well as trimming as necessary;
- f. Maintain tree and brush pruning and removal a minimum of 8 feet out from the centerline of the track and a minimum of 10 feet above the rail surface on both sides of the track route and as necessary and needed in the concession operation area;
- g. Provide all information and assist with any necessary applications that CRRR may be required to make to the Williamson County Regional Habitat Conservation Plan; and
- h. County will ensure that notice is given to all its employees, community service workers, contractors, subcontractors, volunteers, and any other party that County expressly authorizes and permits to access non-public or non-paved areas of the Park with a motorized vehicle, that crossing the train tracks with a motorized vehicle is not allowed except at designated and marked vehicle crossing locations and that all applicable traffic laws are to be followed at all times within the Park. In accordance with this provision, County hereby agrees to be responsible for coordinating and ensuring the

funding of any necessary track repairs, as agreed upon, resulting from prohibited motorized vehicle crossings by any of County's employees, community service workers, contractors, subcontractors, volunteers, and any other party that County expressly authorizes and permits to access non-public or non-paved areas of the Park with a motorized vehicle; provided, however, County shall not be responsible for damages to CRRR's track that are caused by anyone that County has not authorized or permitted to access non-public or non-paved areas of the Park with a motorized vehicle; and

- i. Due to CRRR's electricity and other fuels used for the railroad being tax exempt under Texas Tax Code 151.331, County will consent and authorize the transfer of the account for the meter at the maintenance/tunnel location to CRRR so CRRR can establish the necessary tax exemption with the utility provider; provided, however, CRRR shall be responsible for all actions necessary effectuate such transfer.

4. County Inspections. County reserves the right to conduct random observations of the CRRR's operations to ensure all provisions of the Contract are being met. In the event any infractions are found, the County will submit a report of the infractions to CRRR and CRRR must correct each infraction within ten (10) days from the date of the County's report, unless noted otherwise due to the nature of the infraction. In addition to any other termination rights set out herein, the County may terminate this Contract for failure to correct any infractions to County's satisfaction within said time period. CRRR shall be obligated and responsible for all safety precautions and programs in connection with CRRR's construction, services or operations conducted in the Park and in no event shall the County have control over, charge of, or any responsibility for such safety precautions and programs in connection with CRRR's construction, services or operations conducted in the Park and, due to such fact, any County inspections hereunder will not be inspections relating to or pertaining to such safety precautions and programs.

5. Revenue Sharing; Reports & Payment.

- a. Revenue Sharing. CRRR agrees to share with and pay County the following percentages during the stated time periods of all net sales (gross sales after taxes) of all for-charge rides, features, and amenities and authorized concession items (pre-packaged snacks, drinks, souvenirs, party items, etc.) sold by CRRR:
 - (i.) During the Initial First Five (5) Years of the Contract: Four Percent (4%); and
 - (ii.) During the Years following the Initial Five (5) Years of the Contract: Six Percent (6%).
- b. Payment Terms. CRRR shall pay Quarterly Fees (due by the end of each quarter but payable thirty (30) days after the conclusion of the quarter) to County (made payable to "Williamson County") in the amount of the revenue sharing percentages set out herein above.
- c. Financial Reporting. CRRR shall provide to County quarterly and annual financial reports in a form agreed upon by County, and CRRR shall cooperate with inspections and audits that County or the auditor on behalf of County may make to ensure service standards and fiscal responsibility.

6. Records.

- a. County will require standard accounting requirements and daily/monthly reports as stipulated by the Williamson County Auditor, which will follow contract signing.
- b. CRRR shall establish and maintain separate records and accounts, including a separate bank account, relating to the operation of the concession by CRRR.
- c. CRRR shall provide the Williamson County Auditor with a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) pertaining specifically to the concession's income. This form shall be submitted to the County annually within seven (7) calendar days of filing with the IRS.
- d. CRRR shall submit to the Williamson County Auditor a copy of its concession's monthly sales tax report within fifteen (15) calendar days of filing the report with the State of Texas.
- e. CRRR shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this Contract. CRRR agrees that County's auditors shall have the right to audit such CRRR records on an annual basis along with their regular review of records in a manner and form to be agreed upon by County and CRRR. CRRR further agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of CRRR which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. CRRR expressly agrees that County shall have access during normal working hours to all necessary CRRR facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Additionally, County shall give CRRR reasonable advance notice of intended audits.

7. Indemnity and Insurance.

- a. CRRR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT BY CRRR, ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES, FOR COUNTY'S FAILURE TO COMPLY WITH STATE BIDDING AND PURCHASING LAWS OR FOR ANY FAILURE OF OBSERVANCE OF ANY PROVISION OF THIS AGREEMENT TO BE PERFORMED BY OR ON BEHALF OF CRRR. COUNTY SHALL NOT BE LIABLE FOR DAMAGES TO CRRR ARISING FROM ANY ACT OF ANY THIRD PARTY. CRRR FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF CRRR, OR CRRR'S CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS AGREEMENT, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE OCCURRING ON COUNTY'S PREMISES ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF CRRR, OR CRRR'S CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES.

- b. Insurance Coverage Types and Limits of Liability. CRRR shall provide and maintain, during the term of this Contract, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to County.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
1. Worker's Compensation	As Required by Law
2. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit

3. Comprehensive general liability including completed operations and liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Comprehensive General Liability (including premises and completed operations)	\$1,000,000
Aggregate policy limits:	\$2,000,000

- c. Insurance Provisions.
- (i.) By signing the Contract, CRRR is representing to the County that all employees of CRRR who will provide services to CRRR at the Park (if any) will be covered by workers' compensation coverage as required by law during the term of the Contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject CRRR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 - (ii.) CRRR's failure to comply with any of insurance provisions set out herein is a breach of contract by CRRR which entitles the County to declare the Contract void if CRRR does not remedy the breach within ten (10) days after receipt of notice of breach from the County.
 - (iii.) If insurance policies are not written for the amounts specified in this Contract, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

- (iv.) County shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Contract.
- (v.) CRRR shall cause the general liability coverage required by this Contract to include (1) the County as additional insureds for claims caused in whole or in part by the CRRR's negligent acts or omissions during the CRRR's operations; and (2) the County as an additional insured for claims caused in whole or in part by CRRR's negligent acts or omissions during CRRR's completed operations.
- (vi.) CRRR shall deliver to County, upon complete execution of the Contract and in no event later than ten (10) days following such execution, copies of all such insurance policies, together with certificates by the insurer evidencing County's coverage as an additional insured thereunder.
- (vii.) Each policy of insurance obtained by CRRR pursuant to this Contract shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given County at least **thirty (30) calendar days** prior written notice thereof, and (2) that County may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that CRRR shall be solely responsible for the payment of all premiums and deductibles under the policies, and that County shall have no obligation for the payment thereof, notwithstanding that County is named as additional insured under the policy. If the parties are unable to agree between themselves on the settlement of a loss, such dispute shall be resolved in through non-binding mediation or through litigation filed in a court of competent jurisdiction. CRRR shall be responsible for any loss within the deductible area of the policy. If County is damaged by the failure of CRRR to purchase or maintain such insurance, then CRRR shall bear all costs properly attributable thereto.
- (viii.) Any deductibles or self-insured retentions over \$75,000 in CRRR's insurance must be declared and approved in writing by County in advance.

6. Independent Contractor. It is understood and agreed that CRRR is not and shall not in any sense be considered an employee, partner or joint venturer with County, additionally neither shall CRRR be considered or in any manner hold itself out as an agent or official representative of County. CRRR shall be considered an independent contractor for purposes of this Contract and shall in no manner incur any expenses or liability on behalf of County.

7. Compliance With All Laws. CRRR and County each agree, in connection with the services or any related items to the subject matter of this Contract, to comply with any and all local, state or federal requirements.

8. Notice. Any notice required to be given under the terms of this Contract shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

County:

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

CRRR:

Cedar Rock Railroad
6110 Anemone Cove
Austin, Texas 78759

General Counsel:

General Counsel
Williamson County Commissioners Court
710 Main Street, Suite 200
Georgetown, Texas 78626

Parks Director:

Williamson County Parks Director
219 Perry Mayfield
Leander, Texas 78641

9. **No Assignment.** This Contract may not be assigned.
10. **Initial Term & Renewal Options.**
 - a. Initial Term. The initial term of this Contract shall be for Ten (10) years commencing on December 14, 2021 and continuing until midnight on December 13, 2031 (“Initial Term”).
 - b. Renewal Options. On or before the termination date of the Initial Term or any current Renewal Term of this Contract, the Williamson County Commissioners Court reserves the right, at its sole discretion, to extend this Contract by written amendment signed by both parties, for up to Two (2) additional and separate Five (5) year terms (“Renewal Term(s)”) as it deems in the best interest of the County; provided that CRRR also wishes to extend this Contract. The Renewal Term shall begin on the expiration of the Initial Term or the current Extension Term of this Contract, as appropriate. All terms, covenants, and provisions of this Contract shall apply to each such Renewal Term.
11. **Termination.** Notwithstanding the agreed upon Initial Term and Renewal Options, this Contract may be terminated upon the occurrence of any of the following:
 - a. the termination of the corporate existence of CRRR;
 - b. the insolvency of CRRR, the filing of a petition in bankruptcy either by or against CRRR, or an assignment by CRRR for the benefit of creditors;
 - c. the breach of any of the terms of this Contract by either party and the continuation of such breach for a period of ten (10) days after written notice is given by the non-breaching party to the breaching party regarding such breach; and
 - d. upon one (1) year’s notice, either party may terminate this Contract for convenience and without cause.
12. **Post-Termination Provisions.**
 - a. Upon termination or expiration of all terms and except as set out herein, all non-permanent improvements made by CRRR shall be removed from County owned property, at CRRR’s cost, within 90 days, and the premises shall be left in as good

condition as they were at the commencement of this Contract, reasonable use and wear and damages by the elements excepted. Materials such as track, train, fencing, signage, depot, loading platform and tools remain the personal property of CRRR, and shall be removed by CRRR upon termination of this Contract (unless otherwise agreed to in writing by County).

- b. CRRR and County agree that the storage unit/tunnel Conex boxes may be turned over to County if agreeable to both parties upon termination of this Contract.
- c. Upon termination of this Contract, County may require, at its sole discretion, that CRRR remove the concrete slab constructed by CRRR in relation to its maintenance building and CRRR hereby agrees to remove such concrete slab, within 90 days of County's notice to remove it, and pay for all costs associated therewith, including any environmental inspections and necessary remediation caused by CRRR operations.

13. Employees. The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

14. Venue & Applicable Law. Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

15. Severability. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

16. Day Defined. Any reference to a "day" herein shall mean a calendar day.

17. Mediation. The parties agree to use mediation for dispute resolution prior to any formal legal action being taken on this Contract.

18. Incorporated Documents & Order of Precedence.

- a. Documents expressly incorporated (as if copied in full) into this Contract include the following:
 - (i.) RFP T4523 Installation, Operation and Maintenance of a Miniature Train Ride and Concession ("RFP");
 - (ii.) CRRR's Proposal in response to the RFP, being dated July 11, 2021 ("Proposal"); and
 - (iii.) CRRR Certificate of Insurance (to be provided by CRRR to County as set out herein); and
- b. Order of Precedence. This Contract is derived from (1) the RFP and its addenda (if any); and (2) the CRRR's Proposal. In the event a dispute arises between terms and

conditions of (1) this Contract, (2) the RFP, and its addended (if any); and (3) CRRR's Proposal, applicable documents will be referred to for the purpose of clarification, additional detail and conflict resolution in the following order of precedence: (1) terms and conditions of this Contract, (2) the RFP and its addenda (if any); and (3) CRRR's Proposal.

19. **Entire Agreement.** This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED to be effective as of the date of the last party's execution below ("Effective Date").

FOR WILLIAMSON COUNTY, TEXAS:

Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Printed Name: _____

Date: _____, 20____

FOR ALARIO KNOWLES, LLC D/B/A "CEDAR ROCK RAILROAD":

Signature: 

Printed Name: Kenneth B. Knowles

Representative Capacity: Managing Member

Date: December 7, 2021

Exhibit "A"

Railroad Track Reroute and Crossings

The image below shows an aerial view of the existing CRRR track route as it exists prior to the Effective Date of this Contract. The red lines superimposed on the image depict the areas in which the track route will be modified and realigned to reduce curve radius and/or follow a more advantageous grade. The existing track sections located between the commencement of a red line and the termination of a red line will be disassembled, regraded, and rebuilt in place as 24-inch gauge track to connect with the realigned track segments producing approximately 7000 linear feet of fully rebuilt 24-inch gauge track. The denoted arrows represent railroad crossings (see below).



Green: Existing light-vehicle crossings to remain

Red: Existing heavy-duty crossing to be relocated

Yellow: Existing foot-traffic crossings to remain

Blue: New crossing to be constructed by CRRR

White: Crossing to be removed/abandoned by CRRR (Demolition of the crossing base (concrete pad) will not occur until final removal of the concession)

Exhibit "B"
Parking Spaces

