

**SUPPLEMENTAL**  
**JOINT AGREEMENT IN THE INTEREST OF PUBLIC SAFETY BETWEEN WEBB COUNTY,**  
**TX, THE TEXAS MEXICAN RAILWAY COMPANY AND THE KANSAS CITY SOUTHERN**  
**RAILWAY COMPANY**

**THIS SUPPLEMENTAL AGREEMENT**, made this the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between The Texas Mexican Railway Company ("TM"), The Kansas City Southern Railway Company ("KCSR") (herein together called the "Railroads"), and The County of Webb, Texas, (herein called "Webb County") (the Railroads and Webb County being together sometimes referred to together herein as the "Parties");

**WITNESSETH:**

**WHEREAS**, the Parties entered into an agreement on October 5, 2016 to permanently close the existing Vaquillas Road at-grade crossing of the Railroads' track and to route motor vehicle traffic to Jennings Road (the "Agreement"); and

**WHEREAS**, the Agreement provided that the Railroads would grant Webb County an easement along the edge of the railroad right-of-way, as shown on the layout attached to the Agreement, for Webb County to build and maintain an extension of Vaquillas Road to connect with Jennings Road; and

**WHEREAS**, Webb County did not construct the Vaquillas Road extension on the alignment shown in the layout attached to the Agreement, but rather constructed the Vaquillas Road extension further into TM's right of way, contrary to the terms of the Agreement, which action damages the Railroads' ability to make productive use of the TM right of way; and

**WHEREAS**, Webb County's costs to construct the Vaquillas Road extension were reduced from the initially anticipated costs because Webb County did not construct the Vaquillas Road extension on the alignment called for in the Agreement;

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

1. Paragraph No. 2 of the Agreement shall be deleted, and the following shall be substituted in its place:

"After closure of the roadway identified in Exhibit A, Webb County shall submit to KCSR a written request for payment. KCSR will then pay to Webb County (in a one-time payment) THIRTY-THREE THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS AND EIGHTY-SEVEN CENTS (\$33,345.87) which the County has identified is one half the cost of the new road."

2. Webb County shall provide the Railroads with a certified survey showing the location of the Vaquillas Road extension as built by Webb County. After confirming the correctness of the survey to the Railroads' satisfaction, TM will grant Webb County a thirty-foot-wide easement for public roadway purposes on the surveyed alignment for so long as Webb County shall maintain a public road on that alignment. While currently the railroad has no plans, nor intention to add infrastructure on the station ROW, if conditions change and the relocation of the road becomes necessary in order for the railroad to utilize the station ROW to a greater extent, Webb County agrees that the County will relocate the road to the outer edge of the Railroads' ROW and will pay one half the cost of said construction; and the Railroads agree they will grant Webb County a thirty-foot easement as noted above on the outer edge of the Railroads property. The provision in the last recital of the Agreement that "TM will grant the County an easement for roadway purposes for the County to build and maintain an extension of Vaquillas Road to

Jennings Road along the outside edge of TM's right-of-way, as depicted on the attached layout," shall be null and void.

3. This Supplemental Agreement supplements the Agreement dated October 5, 2016. Except as set forth above, all other items in the Agreement remain in effect.

**IN TESTIMONY WHEREOF**, the Parties hereto have caused these presents to be duly executed, the day and year first above written.

**Webb County, TX**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Witness:** \_\_\_\_\_

**The Kansas City Southern Railway Company &  
The Texas Mexican Railway Company:**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Witness:** \_\_\_\_\_