

**GRADE CROSSING SURFACE
CONSTRUCTION & MAINTENANCE AGREEMENT**

THIS GRADE CROSSING SURFACE CONSTRUCTION & MAINTENANCE AGREEMENT (“Agreement”) is made and entered into by and between the CITY OF WAUWATOSA, WISCONSIN, hereinafter referred to as the “ROAD AUTHORITY,” and Soo Line Railroad Company, doing business as CPKC, hereinafter referred to as the “COMPANY” or “CPKC.” The COMPANY and the ROAD AUTHORITY are sometimes referred to herein individually as “Party” and collectively as “the Parties.”

WITNESSETH

WHEREAS, the COMPANY is a rail carrier operating in interstate commerce with an active railroad right-of-way and a line of track located thereon in the City of Wauwatosa WI, Milwaukee County, Wisconsin; and

WHEREAS, the public road known as 115th Street in the City of Wauwatosa, Milwaukee County, Wisconsin, currently crosses over the COMPANY’s right-of-way and a line of track at grade at CPKC Milepost 93.2 on the COMPANY’s Watertown Subdivision, which is known as 115th Street /DOT #390512R (“Current Crossing”); and

WHEREAS, the ROAD AUTHORITY intends to add a pedestrian crossing. CPKC will have to add crossing surface panels to 115th Street, (“Add 4 New Crossing Panels” (\$201,638.19) work collectively referred to herein as the “Project”); and

WHEREAS, the ROAD AUTHORITY desires to have the COMPANY install the crossing surface for the New Crossings, as shown on the plans attached hereto and marked “Schedule A,” and to provide other construction-related services in support of the Project; and

WHEREAS, the ROAD AUTHORITY desires, for the construction and ongoing presence of the New Crossing, an easement over the COMPANY’s right-of-way and a line of track for the New Crossing, a legal property description for which is attached hereto and made a part hereof as “Schedule B”; and

WHEREAS, the Parties desire to set forth the terms and conditions for the Project.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

SECTION 1. The “General Provisions” attached hereto as “Schedule C” are hereby made a part of this Agreement.

SECTION 2. LICENSE & PERMISSION.

2.1 The COMPANY hereby grants to the ROAD AUTHORITY license and permission for the construction of the New Crossing over the COMPANY’s property at the intersection of the COMPANY’s rail line and the to-be-realigned 115th Street, as shown in the Schedule A. Such license and permission shall not prevent the COMPANY from operating its trains or multiplying or changing its track across the property over which license has been given or under the highway-overpass contemplated hereby.

2.2 The ROAD AUTHORITY and the COMPANY agree that the legal description of the easement for the New Crossing is as set forth in the attached Schedule B.

2.3 The ROAD AUTHORITY shall secure, or cause to be secured, all other rights-of-way or easements required for the Project and shall construct and complete its obligations under this Agreement all without cost or assessment to the COMPANY.

SECTION 3. The Parties shall perform, or cause to be performed, the following items of work, with all work to be performed in accordance with state and/or federal design requirements, and all applicable state and federal law:

3.1 WORK BY THE ROAD AUTHORITY.

A. The ROAD AUTHORITY shall furnish or cause to be furnished, at its own cost and expense, all of the labor, material, and work equipment required to perform and complete the following work (the “ROAD AUTHORITY Work”):

1. Creation or procurement of all design plans, including as may need to be amended, for the Project throughout its duration.
2. Coordination of all necessarily public utility installations and/or relocations associated with both closure of the Current Crossing and construction of the New Crossing.
3. Installation and maintenance of traffic control and detour signage for the duration of the Project.
4. Incidental work necessary to complete the items hereinabove specific.

Creation or procurement of all design plans, including as may need to be amended, for the Project throughout its duration.

Coordination of all necessarily public utility installations and/or relocations associated with both closure of the Current Crossing and construction of the New Crossing.

Construction and fill of the ditch line at the Current Crossing and removal of the advanced warning signs and pavement markings for said crossing.

Closure of the Current Crossing through removal of the roadway approaches on both sides of said crossing and installation of the necessary vehicular barriers. Construction of the roadway for the proposed Poplar Lane realignment, including construction of the approaches on both sides of the New Crossing and all associated utility work, grading, paving, pavement markings, erosion control, and drainage facilities.

Installation of advanced warning signs and pavement markings for the New Crossing.

Installation and maintenance of traffic control and detour signage for the duration of the Project.

Incidental work necessary to complete the items hereinabove specified.

B. The ROAD AUTHORITY Work, though not comprehensively, is more fully detailed in the attached Schedule A.

3.2 WORK BY THE COMPANY.

A. The COMPANY shall furnish, or cause to be furnished, at the ROAD AUTHORITY's cost and expense, all of the labor, materials, and equipment required to perform and complete the following work (the "COMPANY Work"):

1. Review of the ROAD AUTHORITY's design plans, as may need to be amended, for the Project.
2. Removal of the
3. Construction of the crossing surface for the New Crossing.
4. Installation of crossing surface, provided that ROAD AUTHORITY agrees that it shall, upon execution of this Agreement,

Provision of railroad flagging and worker protection services for the Project as determined necessary by the COMPANY in its sole discretion.

Provide the COMPANY's required Right-of-Entry License Agreement (attached as "Schedule D") for all contractors performing Project work on the COMPANY's property.

5. Provide construction supervision and oversight for the ROAD AUTHORITY Work, as deemed necessary by the COMPANY.
6. Incidental work necessary to complete the items hereinabove specified.

B. The COMPANY Work, though not comprehensively, is more fully detailed in the attached Schedule A.

3.3 The COMPANY Work and the ROAD AUTHORITY Work shall be completed in accordance with the schematics contained in Schedule A attached hereto and incorporated herein.

SECTION 4. Pursuant to the Federal Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1, dated April 25, 1975, and supplements, which determine COMPANY benefit and liability, the proposed grade crossing improvement meets Classification 1 of Paragraph 6(b), a category not considered as a benefit to the COMPANY, and no contribution by the COMPANY is required.

SECTION 5. JOINT MAINTENANCE OBLIGATIONS.

5.1 The ROAD AUTHORITY shall maintain jurisdiction for the roadway and will be responsible for maintaining, at its sole cost and expense, the roadway, roadway crossing approaches up to the ends of the track ties, roadway pavement markings, and all advanced warning signs and pavement markings for the New Crossing. Beyond these obligations, the ROAD AUTHORITY shall have no inspection, maintenance, and repair responsibilities relative to the New Crossing and no duties relative to its renewal or replacement.

5.2 At the ROAD AUTHORITY's expense, as set forth in this section, the COMPANY shall maintain the crossing surface for the New Crossing. As compensation for COMPANY's assumption of all such future obligations, ownership, renewal, replacement, inspection, maintenance and repair responsibilities relative to the aforesaid at-grade crossing, the ROAD AUTHORITY agrees to make a one-time payment of two-hundred sixteen thousand dollar (\$) to the COMPANY. The COMPANY's inspection, maintenance, and repair responsibilities shall include, without limitation, grade crossing and railroad crossing signage.

5.3 The COMPANY shall, at its sole cost, operate and maintain the track that will be crossed by the New Crossing in accordance with federal or state law as it shall be from time to time in the future while the COMPANY operates its line of railroad over such trackage and said crossing. However, this obligation to maintain said crossing and grade crossing signs shall cease in the event the COMPANY abandons its railroad operations over said tracks in the future. In such event, the ROAD AUTHORITY may, if it desires, remove the trackage and restore and maintain the New Crossing at the ROAD AUTHORITY's sole cost and expense.

5.4 If a railway or a highway improvement project necessitates rearrangement, relocation, or alteration of the New Crossing, the costs for such rearrangement, relocation, or alteration will be the responsibility of the Party requesting such changes.

5.5 If any of the New Crossing is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the Parties as follows:

- A. In the event the COMPANY's sole negligence destroys or damages the New Crossing, COMPANY must reimburse ROAD AUTHORITY for the costs to replace or repair the New Crossing.
- B. In the event the New Crossing is damaged or destroyed by any other cause, ROAD AUTHORITY must, at its sole cost and expense, replace or repair the New Crossing.

SECTION 6. MISCELLANEOUS.

6.1 INSURANCE. For any entity or person performing ROAD AUTHORITY Work on the COMPANY's property and/or right-of-way for purposes of the Project set forth in this Agreement, whether the ROAD AUTHORITY itself or any contractor or subcontractor acting on the ROAD AUTHORITY's behalf, prior to commencing the Project work such entity or person shall have in place the insurance coverage in the policy(s) and amount(s) set forth in Article 9 ("INSURANCE") of Schedule D.

6.2 GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to any choice or conflict of laws principles (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois. All proceedings related to this Agreement shall be venued in Wright County, Minnesota. This Agreement shall be binding upon the Parties and their successors or assigns.

6.3 SEVERABILITY. In the event any paragraph contained in this Agreement or any item, part, or term within any particular paragraph is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining paragraphs or items will not be affected; and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain that particular paragraph or item held to be invalid or unenforceable.

6.4 FORCE MAJEURE. The obligations of the Parties under this Agreement, other than payment, shall be subject to force majeure (which shall include strikes, riots, floods, accidents, Acts of God, and other causes or circumstances beyond the reasonable control of the Party claiming such force majeure as an excuse for non-performance), but only as long as, and to the extent that, such force majeure shall prevent performance of the obligations. In the event that an event of force majeure impairs either Party's ability to fulfill its obligations, that Party shall take reasonable measures to restore performance of its obligations in a timely manner.

6.5 NO THIRD-PARTY BENEFICIARY. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties and not for the benefit of any third person. Nothing herein contained shall be taken as creating or increasing any right of any third person to recover by way of damages or otherwise against any Party hereto.

6.6 WAIVER. No consent or waiver, expressed or implied, by either Party of any breach or default by the other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance hereunder by such other Party. Failure on the part of a Party to complain of any act or failure of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned Party of its rights hereunder.

6.7 DEFINITIONS/TERMS. Each definition in this Agreement includes the singular and the plural, and references in this Agreement to the neuter gender include the masculine and feminine where appropriate. References herein to any agreement or contract mean such agreement or contract as amended. As used in this Agreement, the word "including" means "without limitation," and the words "herein", "hereof," and "hereunder" refer to this Agreement as a whole. All dollar amounts stated herein are in United States currency.

6.8 HEADING. The division of this Agreement into sections and subsections and the insertion of headings and section numbers are for convenience of reference only, and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, all references to sections are to sections of this Agreement.

6.9 MUTUAL NEGOTIATION. This Agreement is the result of mutual negotiations between the Parties, neither of whom shall be considered the drafter for purposes of contract construction.

6.10 LIMIT OF THIS AGREEMENT. Nothing herein shall be interpreted as creating an association, partnership, joint venture or other joint undertaking between the Parties.

6.11 ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes any and all prior oral or written understandings between the Parties, with respect to the subject matter hereof. No term or provision of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing and signed by both Parties.

6.12 EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers, as of the dates below indicated.

CITY OF WAUWATOSA WI

**SOO LINE RAILROAD COMPANY,
d/b/a CPKC**

APPROVED:

Recommended for Approval:

By: _____

By: _____

Date: _____, 2026

Date: _____, 2026

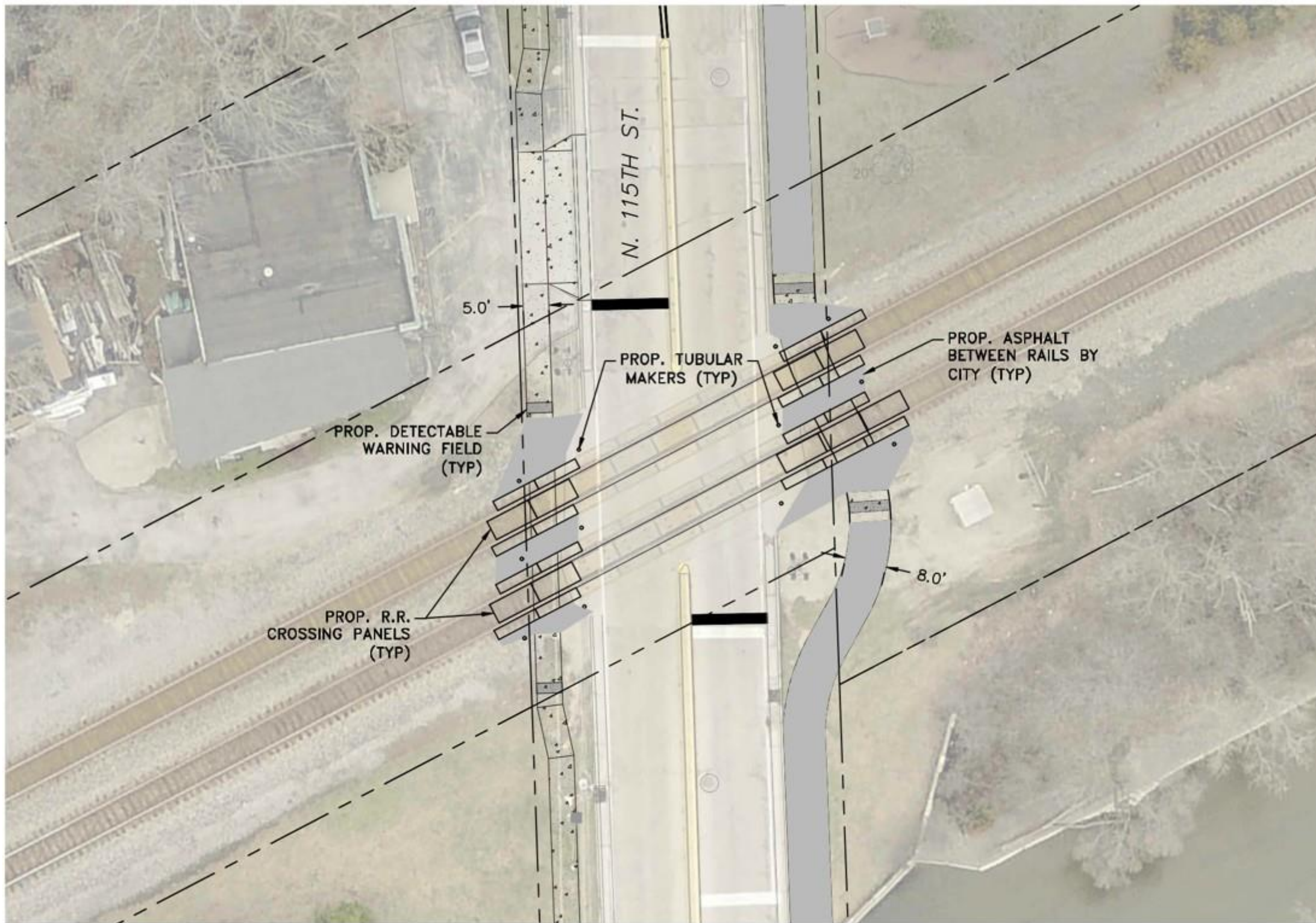
APPROVED:

APPROVED:

Date: _____, 2026

Date: _____, 2026

SCHEDULE A
Plan and Estimate



N. 115TH ST.

5.0'

PROP. TUBULAR MAKERS (TYP)

PROP. ASPHALT BETWEEN RAILS BY CITY (TYP)

PROP. DETECTABLE WARNING FIELD (TYP)

PROP. R.R. CROSSING PANELS (TYP)

8.0'

ROAD CROSSING ESTIMATE

* Shaded cells must be

LOCATION:	Watertown MP 93.82 N 115th ST		YEAR:	2025
CPKC BUDGET RESPONSIBLE (Project Owner):	Corey Rohrbeck			
CPKC EXECUTING RESPONSIBLE (Roadmaster):	Aaron Swanson		BOARD ORDER (Y/N):	N
S&C REQUIRED (Y/N):	Y		ROAD AUTHORITY N:	Wauwatosa WI
ROAD WIDTH:			COST APPORTIONM:	City 100%
CONCRETE REQUIRED:	171	Main 1 81' Main 2 90'		
TRACK PANEL LENGTH:	205	Main 1 105' Main 2 100'		
CROSSING RAIL WEIGHT:	136 LB		CURRENCY:	USD

Total Cost Estimate		TOTAL COST
Labour		\$ 59,800.00
Material		\$ 103,638.19
Purchased Services		\$ 38,200.00
Recoveries		#VALUE!
TOTAL COST OF ROAD CROSSING	USD	#VALUE!

LABOUR						
	HOURS/DAY	DAYS	CREW SIZE	DESCRIPTION	UNIT COST	TOTAL COST
Labour	10	6	12	Track Crew (Utility or Section)	\$ 65.00	\$ 46,800.00
Labour	8	5	4	Surfacing Labour	\$ 65.00	\$ 10,400.00
Labour	8	5	1	S&C Labour	\$ 65.00	\$ 2,600.00
Labour				Additional Flagging	\$ 65.00	\$ -
Labour				Other Labour	\$ 65.00	\$ -
					\$ -	\$ -
LABOUR TOTAL COST					\$	59,800.00

MATERIAL						
MATERIAL TO BE DELIVERED TO:						
GROUPING	MATERIAL	QUANT	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
Rail, Ties and Track Panels						
Rail	082421776	410	FT	RAIL,136*8R,PRE,CWR	\$ 20.25	\$ 8,302.50
Tie	084710034	140	EA	TIE,PRE-PLATED,10-0,136 LB,1-40,ROLLED	\$ 183.93	\$ 25,750.32
Ballast						
Ballast	007100628	250	TON	BALLAST,TRACK	\$ 18.77	\$ 4,692.50
Road Crossing Panels and Planks						
Concrete Panels	001115005		EA	CROSSING,CONCRETE,115*,OMNI,9FT	\$ 325.88	\$ -
Concrete Panels	001115006	171	EA	CROSSING,CONCRETE,136*,OMNI,9FT	\$ 319.90	\$ 54,703.11
Fasteners, Bars, Plates and Other Track Material (OTM)						
Fasteners	002111014	560	EA	CLIP,RAIL,PAND,E2055G,GALV,25/BAG	\$ 3.52	\$ 1,972.80
Joint Bars	002303226	16	EA	JOINT BAR,136/132*,H/R,ROLLED,USA	\$ 68.46	\$ 1,095.34
Tie Pads	001278343	140	EA	PAD,TIE,GRADE CROSSING,PPI	\$ 41.67	\$ 5,833.63
Tie Pads	002703414		EA	PAD,RAIL,136*,CONCRETE/STEEL TIE,E CLIP	Not Applicable	\$ -
Welding Material						
Thermite Kits	772209998		EA	KIT,THERMITE,115 LB,1-SHOT,PRE	Not Applicable	\$ -
Thermite Kits	772210000	16	EA	KIT,THERMITE,136 LB,1-SHOT,PRE	Not Applicable	\$ 3,200.00
Other Materials needed (please be specific)						
						\$ -
						\$ -
						\$ -
Bulk Scrap Recovery Estimate						
Scrap	901203034	2000	LB	OTM,MISC,SCRAP	\$ (0.08)	\$ (160.00)
Scrap	982201301	400	FT	RAIL,SCRAP,ALL	\$ (4.38)	\$ (1,752.00)
MATERIAL TOTAL COST					\$	103,638.19

3rd PARTY RENTAL EQUIPMENT				
VENDOR NAME	DAYS	DESCRIPTION (Please be specific)	DAILY RATE	TOTAL COST
3rd PARTY RENTAL EQUIPMENT	5	2 Excavators for lifting	\$ 800.00	\$ 4,000.00
EQUIPMENT TOTAL COST				\$ 4,000.00

CONTRACTOR COSTS					
VENDOR NAME	QUANTITY	OF MEAS	DESCRIPTION (Please be specific)	UNIT COST	TOTAL COST
Contractor Costs	1	DAY	Asphalt installation xing approaches	\$ 15,000.00	\$ 15,000.00
Contractor Costs	1	DAY	Rd. Closure/Detour	\$ 7,000.00	\$ 7,000.00
CONTRACTOR TOTAL COST				\$	22,000.00

OTHER COSTS			UNIT COST	TOTAL COST
DESCRIPTION (please be specific)				
Personal Expenses (e.g. Crew Meals & Accommodations)			\$ 7,200.00	\$ 7,200.00
Other Costs			\$ 5,000.00	\$ 5,000.00
			\$ -	\$ -
			\$ -	\$ -
OTHER TOTAL COST			\$	12,200.00
TOTAL PURCHASED SERVICES				\$ 38,200.00

TOTAL COST OF ROAD CROSSING	\$	201,638.19
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SCHEDULE B

[Easement Property Description for New Crossing]

SCHEDULE C**GENERAL PROVISIONS**

The COMPANY, for performance of its work as set forth in the Agreement, shall bill the ROAD AUTHORITY monthly for the actual costs and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The ROAD AUTHORITY, after verifying that the bill is reasonable and proper, shall promptly reimburse the COMPANY.

The COMPANY, upon the completion of its work, shall send the ROAD AUTHORITY a detailed final statement of actual expenses it incurred, including allowable additives. After the ROAD AUTHORITY's representatives have checked the final statement and have agreed that the costs are reasonable and proper, insofar as they are able to ascertain, the ROAD AUTHORITY shall reimburse the COMPANY in the amount, less previous payments, if any, equal to the amount billed.

After the ROAD AUTHORITY's representatives have audited the expenses incurred by the COMPANY and final inspection of the installation has been made, the COMPANY shall reimburse the ROAD AUTHORITY for any item (or items) of expense found by the ROAD AUTHORITY representatives to be ineligible for reimbursement.

All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under, or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage, or interference to the COMPANY's tracks or the trains or traffic using its tracks, and to notify the COMPANY a sufficient time in advance whenever the contractor is about to perform Project work adjacent to the track to enable the COMPANY to arrange for the furnishing of flagging and such other protective services as might be necessary to ensure the safety of railroad operations.

The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor or contractors shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or traffic of the COMPANY is mentioned in this Agreement, it is intended to cover all users of the COMPANY'S track having permission for such use.

The ROAD AUTHORITY shall require its contractor or contractors, upon completion of the work, to remove all machinery, equipment, temporary buildings, false work, debris, and rubbish from COMPANY right-of-way, to provide proper drainage away from COMPANY track, and to leave the tracks and right-of-way in a neat condition, satisfactory to the COMPANY's Chief Engineer or the Chief Engineer's representative.

Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the work herein provided to be done by the ROAD AUTHORITY within fifty feet (50') of the COMPANY right-of-way shall require that the contractor or sub-

contractor enter into and execute the Right of Entry License Agreement attached hereto as Schedule D.

5. Subsequent to the award of any contract, and before any work is started on this project, a conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and the interested contractor(s) at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operation will be adopted.

6. TO THE FULLEST EXTENT PERMITTED BY LAW, THE ROAD AUTHORITY SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY AND ITS DIRECTORS, OFFICERS, STOCKHOLDERS, DIVISIONS, AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS, OR ANYONE ACTING ON ITS BEHALF OR THEIR BEHALF, FROM AND AGAINST ANY AND ALL LIABILITIES, SUITS, CLAIMS, COUNTERCLAIMS, CAUSES OF ACTION, DEMANDS, PENALTIES, OBLIGATIONS, FINES, JUDGMENTS, DAMAGES, LOSSES, COSTS, AND EXPENSES OF EVERY KIND (INCLUDING WITHOUT LIMITATION ANY ATTORNEY'S FEES, CONSULTANTS' FEES, RESPONSE COSTS, REMEDIAL ACTION COSTS, CLEANUP COSTS AND EXPENSES) ARISING FROM ANY INJURY TO PERSONS, FIRMS, OR CORPORATIONS WHOMSOEVER (INCLUDING THE PARTIES AND THEIR EMPLOYEES, AGENTS, AND INVITEES), INCLUDING INJURIES RESULTING IN DEATH, AND DAMAGE TO ANY PROPERTY WHATSOEVER (INCLUDING PROPERTY OF THE PARTIES), ALLEGED TO BE CAUSED BY OR ATTRIBUTABLE TO, IN WHOLE OR IN PART, THE PROJECT WORK PERFORMED UNDER THIS AGREEMENT AND/OR THE INADEQUACY OF THE CROSSING WARNING DEVICES INSTALLED BY EITHER PARTY FOR THE PROJECT. THE PROVISIONS OF THIS SECTION 6 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

7. When the roadway is to be closed to vehicular traffic while the COMPANY Work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain, and remove the traffic control devices necessary to detour roadway and/or sidewalk traffic after the COMPANY gives two weeks' advance notice to the ROAD AUTHORITY's engineer.

When the COMPANY is to perform its work while maintaining roadway and/or pedestrian traffic, the ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, the signs, barricades, and traffic/foot-traffic control devices for erection by the COMPANY after two weeks' advance notice is given to the ROAD AUTHORITY'S engineer. The COMPANY, at the expense of the ROAD AUTHORITY, shall erect, maintain, relocate and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain roadway and/or foot traffic throughout the time the COMPANY work for the Project is being performed.

SCHEDULE D
RIGHT-OF-ENTRY LICENSE