

RAILROAD CONSTRUCTION AGREEMENT

- a) Such easement hereby granted is limited to the use for highway purposes of space required for approaches to said bridge(s) and for columns, foundations and other parts of the bridge(s) and is limited vertically by a horizontal surface 20 feet above the roadway surface of said bridge and approaches, together with the use of additional space for aforesaid purpose and for access to the highway facilities for maintenance purposes, it being understood that the easement shall not restrict the RAILROAD from utilizing the air space under said bridge(s) for railroad operations and for wire lines or other facilities which will not encroach on the reasonable requirements for maintaining the highway facilities. All other rights are reserved unto the RAILROAD.
 - b) DEPARTMENT and the COUNTY, in its maintenance of the highway facilities, agrees to obtain permission from the RAILROAD before undertaking any work which may interfere with or be a real or potential hazard to the passage of trains or other railroad operations.
 - c) RAILROAD agrees to notify the DEPARTMENT and the COUNTY prior to undertaking the use of air space over the easement and prior to starting the construction of any fixed installation, other than its customary signal and communication facilities, within 8 feet of the underside of said bridge(s) or within 15 feet of said easement, it being understood that such use will afford reasonable protection and safety to the highway facilities and highway traffic and will not unreasonably interfere with lighting, ventilation and maintenance of the highway facilities by the DEPARTMENT and the COUNTY.
- 4) DEPARTMENT will construct and maintain during the construction period said overpass bridge(s) together with approaches thereto in accordance with the plans, specifications and special provisions which are identified by the project number shown above, approved by all parties, and made a part of this agreement by reference. DEPARTMENT further agrees that said work shall be done and performed in accordance with the reasonable requirements of RAILROAD in such manner as to prevent interruption of, interference with, or danger or delay to railroad operations. Upon the granting of Final Acceptance by the Department to its Contractor, the COUNTY will be responsible for maintenance of the overpass. Notice of the issuance of the final acceptance by the DEPARTMENT will be given to the COUNTY.
 - 5) The RAILROAD, with its regular construction or maintenance forces and personnel and at its standard schedule of wages and working hours and working in accordance with the terms of its agreements with such employees, will do and perform the work as described in the detailed estimate dated **September 19, 2025** for **\$315,545.00**, prepared in accord with aforesaid CFR, said estimate being attached hereto and made a part of this agreement. Any work to be done and performed by the RAILROAD not to be done and performed by the regular organized forces of the RAILROAD working under current agreements with its employees, shall be subject to the labor regulations applicable to construction contracts for grade separation projects. The amount of the detailed cost estimate(s) attached hereto will be allotted from available funds and written notice given to RAILROAD by DEPARTMENT before RAILROAD is authorized to proceed with the work to be performed by RAILROAD under this agreement.