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UPRR Project No.  
0791091

**PUBLIC HIGHWAY AGREEMENT**

New Interstate 29 (I-29) Interchange at 235<sup>th</sup> Street  
(Southbridge Interchange)

Relocation of 235<sup>th</sup> Street at-grade crossing with  
Union Pacific Railroad Company Trackage at Mile Post 65.38  
Sioux City Sub, Sergeant Bluff, Woodbury County, State of Iowa  
Project # IMN-029-6(170)139--0E-97  
U.S. DOT No. 191296B

This PUBLIC HIGHWAY AGREEMENT ("Agreement") is made by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, MS 1690, 1400 Douglas Street, Omaha, Nebraska 68179 (the "Company"), **IOWA DEPARTMENT OF TRANSPORTATION**, a political subdivision of the State of Iowa acting by and through its District Engineer, Field Operations Division to be addressed at 800 Lincoln Way, Ames, Iowa 50010 (the "State"), and **WOODBURY COUNTY**, Iowa, to be addressed at 620 Douglas Street, Sioux City, Iowa 51101 (the "County").

**RECITALS:**

WHEREAS, the State under its Project IMN-029-6(170)139--0E-97 (the "Project") will be constructing an interchange on Interstate 29 (I-29) between the existing interchanges at Sergeant Bluff, Iowa, to the north (1<sup>st</sup> Street/Aviation Boulevard, Interchange 141) and Port Neal Landing in Salix, Iowa, to the south (County Road D51/260<sup>th</sup> Street, Interchange 135). The new interchange will add access to I-29 from 235<sup>th</sup> Street, both east and west of I-29. The proposed interchange is located in Woodbury County.

WHEREAS, the State under its Project IMN-029-6(170)139--0E-97 will realign and widen 235<sup>th</sup> Street and Old US 75, and reconstruct FRA 191296B, an at-grade public crossing at Company Milepost 65.38 on the Company's Sioux City subdivision in Woodbury, County, Iowa.

WHEREAS, the attached (100%) completed plans that are approved in writing by the Company's Assistance Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans", described below in Article 4.B., are marked **Exhibit A**, attached hereto and hereby made a part hereof.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and adequacy of which being hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof.

**ARTICLE 1 - COMPANY NOT TO BEAR ANY PROJECT COSTS**

The State confirms that the Company shall not bear any Project costs nor be responsible in contributing any funds for the Project.

**ARTICLE 2 - GENERAL AGREEMENT**

With regard to the Project, the State, each Contractor (as defined in Article 8), and the Company shall perform and abide by the terms and conditions of State's Developmental Specifications for Railroad Right-of-Way marked **Exhibit B**, attached hereto and made a part hereof (the "Developmental Specifications").

**ARTICLE 3 - PERMANENT AND TEMPORARY EASEMENTS**

State confirms that for this Project there is additional area needed for the State to perform all Project work affecting Company's property within the area and that the State does need additional permanent right of way and temporary right of way rights for this Project.

A. For and in consideration of Five Thousand and NO/100ths Dollars (\$5,000.00) to be paid by the State to the Company upon the execution and delivery of this Agreement, the Company shall execute and deliver to the State a permanent non-exclusive easement on, along, and across the portion of the Company's property shown on the survey print marked **Exhibit C** and described in the legal description marked **Exhibit C-1**, attached hereto and hereby made a part hereof, (the "Encroachment Area"), for the construction, use, maintenance and repair of the Roadway. The form of the permanent easement document to be prepared by the State and submitted to the Company for execution is marked as **Exhibit D**, attached hereto and hereby made a part hereof.

B. For and in consideration of Two Thousand Five Hundred and NO/100ths Dollars (\$2,500.00) to be paid by the State to the Company upon the execution and delivery of this Agreement, the Company shall execute and deliver to the State a temporary non-exclusive easement on, along, and across the portion of the Company's property shown on the survey print marked **Exhibit E** and described in the legal description marked **Exhibit E-1**, attached hereto and hereby made a part hereof, (the "Encroachment Area"), for the construction, use, maintenance and repair of the Roadway.

**ARTICLE 4 - PLANS FOR THE PROJECT**

A. The State, at its expense, shall prepare or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Company's Assistant Vice President Engineering-Design, or his authorized representative, for review and approval.

B. The attached (100%) completed plans that are approved in writing by the Company's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans." The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans, affecting the Company, shall be made unless the Company has consented to such changes in writing.

D. The Company's review and approval of the Plans in no way relieves the State or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Company makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the State or any Contractor on the Plans is at the risk of the State and each Contractor.

**ARTICLE 5 - COMPANY WORK; COMPANY'S ESTIMATE**

A. The review of Plans, flagging, and engineering inspection to be performed by the Company for the Project is described in the Preliminary Company's Material and Force Account Estimate for Surface dated September 21, 2025 and Company's Material and Force Account for Signal dated September 16, 2025, attached hereto as **Exhibit F** and made a part hereof (the "Estimate"). As set forth in the Estimate, the Company's estimated cost that it will incur under this Project is SEVEN HUNDRED NINETY EIGHT THOUSAND SIX HUNDRED SIXTY FOUR DOLLARS AND NO/100<sup>TH</sup> (\$798,664.00).

B. The work to be performed by the Company and the Estimate may be supplemented by extra work orders approved by the State's Construction Engineer when reasonable and necessary to (i) satisfactorily complete the Project and/or (ii) not adversely affect Company operations or facilities in a permanent or significant manner. State's Construction Engineer and Company authorized representative shall approve each said extra work order in a timely manner provided said extra Company work and cost meets the same requirements for Project eligibility and compatibility had the need thereof been determined prior to approval of this Agreement. Upon approval of any extra work orders the extra work orders shall become part of this Agreement.

C. The Company's Material and Force Account Estimate will be updated and added by Addendum to this agreement.

**ARTICLE 6 - PROJECT WORK BY STATE AND CONTRACTOR**

A. The State, at its expense, shall obtain and furnish all material for the Roadway and shall construct the Roadway in compliance with the Plans.

B. The Project work to be performed by the State shall be awarded to a competent and experienced Contractor who has a State Certificate of Eligibility, adequate equipment, organization and finances, and the Company shall be notified of the name, address and other information of the Contractor receiving such award for all Project work affecting the Company's interests.

C. All Project work of the State and Contractor upon the Project Area shall be performed and completed in a manner satisfactory to the Company's Design Engineer or his authorized representative and in compliance with the Plans.

D. The State shall require each Contractor to comply with the Plans and the Developmental Specifications in its performance of any Project work.

**ARTICLE 7 - COMPANY'S BILLING; STATE'S PAYMENT OF BILLING**

A. The Company shall send progressive billing to the State and final billing to the State within one hundred eighty (180) days after receiving written notice from the State that all Project work affecting the Project Area has been completed.

B. The State agrees to reimburse the Company, within forty five (45) days of its receipt of billing from the Company, for one hundred percent (100%) of all actual costs incurred by the Company in connection with the Project including, but not limited to, all actual costs of engineering review, construction inspection and oversight, flagging, procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Company's standard additives rates as allowed by Federal Audit.

**ARTICLE 8 - WORK TO BE PERFORMED BY STATE'S CONTRACTOR**

For purposes of this Agreement, the term "Contractor" shall mean the contractor or contractors hired by the State to perform any Project work on any portion of the Project Area, and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

**ARTICLE 9 - WIRE LINES, APPURTENANCES, SIGNAL SYSTEMS**

A. That portion of the Plans related to the plans and estimates of cost for charges in third party owned wirelines, appurtenances and systems across, on, over, under and upon the Project Area, as necessitated by the Project, shall be prepared by the State, at its expense, and all

such plans and estimates shall be subject to written approval by an authorized representative of the Company.

B. If the Project requires any of Company's signal lines, communication lines or other facilities to be protected, reinforced or relocated, the Company shall include such work in its Estimate described in Article 5.

C. State, at its expense, shall contact and work directly with all third parties who own or operate any non-railroad facility (including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences) to cause all such facilities to be protected, encased, reinforced and/or relocated as necessary to accommodate the Project including, without limitation, as necessary to comply with Company's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines and pursuant to plans for such work that have been approved by Company and the owner of the facility. State acknowledges that if such work is performed by the owner of the facility, then such owner and its contractors must contact and make application to Company's Real Estate Department or Fiber Optics Department for Company permission to perform such work, execute Contractor's Right of Entry Agreements and pay any associated fees to Company including, without limitation, engineering review and flagging fees. Company has no obligation to provide property for relocated facilities or permission for facility changes or relocations that do not comply with Company's standard specifications and requirements including, without limitation, AREMA standards and guidelines.

#### **ARTICLE 10 - INSURANCE**

A. Before any work on the Project begins, the Contractor will provide the Company the insurance binders, certificates and endorsements that are described in **Exhibit B**.

B. All insurance correspondence, binders, certificates and endorsements shall be directed to: Union Pacific Railroad Company, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179, ATTENTION: Manager – Real Estate Public Projects.

#### **ARTICLE 11 - PROJECT DRIVEN OBLIGATIONS**

As part of the Project, the Company may make any and all changes, alterations or relocations to the Project Area, whether temporary or permanent, and shall provide flagging and other protective services and devices, which in the Company's judgment may be or become necessary or expedient within the Project Area because of the Project.

#### **ARTICLE 12 - FLAGGING**

Notwithstanding anything to the contrary in this Agreement or the Developmental Specifications, the Company, in its sole and absolute discretion, shall determine whether a flagman or other special protective or safety measures are required in connection with the Project (any of the foregoing, collectively "Flagging Services"). For purposes of clarity, the Company and State each acknowledge that Company may contract a third party for the performance of any Flagging

Services that are part of Company's work or, alternatively, that the State and/or its Contractor may hire a third party as a Contractor to perform Flagging Services, subject to terms and conditions set forth in this Agreement. If any Flagging Services are to be performed in connection with the Project, then, after consultation with the State, the Company shall determine, in Company's sole and absolute discretion, whether Company or a third party will perform and subsequently bill the State or, alternatively, the Contractor directly, for the costs of such Flagging Services. If Company determines the Contractor will be billed directly pursuant to the foregoing sentence, State agrees that it will pay the Company third party, as applicable, on demand for any such costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing. The State acknowledges that whether or not the Estimate includes costs for Flagging Services performed by Company or a third party, such costs shall be at no expense to Company.

#### **ARTICLE 13 - PRECONSTRUCTION MEETING**

Subsequent to the award of any contract (or contracts), and before any work is started on the Project, a Preconstruction Meeting shall be held between the representatives of the State, the Company and the interested Contractor, at a time and place as designated by the State's representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted.

#### **ARTICLE 14 - CLEARANCES**

The temporary minimum clearances, with reference to the Company's track, of any necessary falsework, bracing or forms as required for the construction of the New Structure, shall be as provided in the Plans and **Exhibit B**.

#### **ARTICLE 15 - NOTICE**

The State shall require each Contractor, before entering upon the Project Area for performance of any Project work, to notify the authorized representative of the Company at least fifteen (15) days in advance for the occupancy and use of the Project Area, and to comply with Company's recommendations relative to the requirements for railroad clearances, operation and general safety regulations.

#### **ARTICLE 16 - SAFETY**

A. In addition to the terms of **Exhibit B**, the safety and continuity of operation of the traffic of the Company shall be at all times protected and safeguarded and the State shall ensure that its Contractor performs the work for the Project accordingly. Whenever the work for the Project may affect the safety of trains, the method of doing such work shall first be submitted to the Company's authorized representative in writing for his approval in writing without which it shall not be commenced or prosecuted. Such approval shall not be unreasonably withheld. The approval of the Company's authorized representative shall not be considered as a release from responsibility, or liability for any damage which the Company may suffer, or for which it may be held liable by the acts of the Contractor.

B. The work for the Project shall be performed at such times and manner as to not interfere with the movement of trains or traffic upon the Company's tracks and the Contractor shall use all reasonable care and caution in order to avoid accidents, damage, delay or interference with the Company's trains or other facilities. The Company has the right to stop work on the Project, after notice to the State, if in its opinion the manner in which the Project is being constructed adversely impacts rail safety or is not in accordance with the Plans or the Developmental Specifications for that portion of the Project on the Project Area or that affects the rail operations of the Company. Should the Company deem it necessary to stop work on the Project, the authorized representatives of the State and the Company shall meet within forty-eight (48) hours to discuss required actions to resume work.

#### **ARTICLE 17 - COMPLETION CONDITION**

The State shall require its Contractor, upon the completion of the work of such Contractor, to remove from within the limits of the Project Area all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of such Contractor, and to leave the Project Area upon which the said Contractor carried on operations in a neat condition, with adequate surface erosion protection satisfactory to the authorized representative of the Company.

#### **ARTICLE 18 - OWNERSHIP, MAINTENANCE, REPAIRS AND MODIFICATIONS**

A. The County shall own the Roadway and the County, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the Roadway, in their entirety or any portion thereof, including, but not limited to, all backfill, grading and drainage required by reason of the Roadway, and is hereby granted necessary access to the Encroachment Area. .

B. If the County shall fail, refuse or neglect to perform the maintenance and repairs described in Article 18.A, the Company, in addition to any other rights and remedies, may, if it so elects, perform any work which in the judgment of the Company is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Company's facilities or operations or jeopardize the Company's employees; and the County shall reimburse the Company for all actual costs incurred by the Company.

C. In the event Company's railroad operations cause damage to the Roadway, the State shall make the repairs necessary to restore the Roadway substantially to their former condition as soon as possible and the Company agrees to reimburse the County for the Railroad's pro rata share of actual costs incurred by the County based upon a joint Company and County determination of relative liability involving such incident.

D. The Company shall not erect, nor grant permission to others to erect, any advertising signs on the Roadway, if not already in place at the time this Agreement is executed.

E. The Company, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed the railroad facilities owned by the Company.

**ARTICLE 19 - RETENTION OF RECORDS; AUDITING**

A. The Company shall keep for a period of three (3) years from the date of final payment accurate and detailed account of actual costs as incurred by the Company, or for its account, in the performance of Project work and shall make such records available for State's audit during the Company's regular business hours at the Company's Headquarters office located in Omaha, Nebraska. The State will make every effort to complete the audit within three (3) years from the latter date of either the date the State's Contractor is released from the Project and the State provides a notification of such release date, or the receipt of the Company's Final Billing for all force account work performed under this Agreement.

B. Notwithstanding the provisions of Article 7, if State, has any audit exceptions involving the billing submitted by the Company, the Company will follow the rebuttal process and forward disputed audit exceptions first to External Audits and then to the administrator of the contract. If when doing so, it is determined by the State that the Company is to reimburse the State for any payment already made by the State or that any billing made by the Company was not eligible for reimbursement, the Company shall make such reimbursement to the State within forty five (45) days after such determination has been made.

**ARTICLE 20 - RIGHT OF WAY ACCESS**

A. In order to fulfill its maintenance obligation and subject to the provisions of this Article 20, the State shall have access to the Project within the Project Area for the performance of inspections, repair, maintenance and renewals, subject to the terms of this Agreement and the Developmental Specifications. The Company's Manager of Track Maintenance, Ryan Collins at Des Moines, Iowa, Phone Number (402) 317-4900, Email rkcollin@up.com, shall be notified in writing at least forty-eight (48) hours in advance whenever such activities are performed and within thirty (30) days if any activity is anticipated to occur within twenty-five feet (25') of any Company track.

B. Prior to any entry upon any portion of the Project Area, the State shall also require its Contractor to indemnify the Company when performing any such work and to also obtain and provide to the Company the Company's then current insurance policies, binders, certificates and endorsements that the Company then requires contractors to obtain when entering upon any Company property.

C. Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until the Company and the County agree on the final plans for such future projects, cost allocations, temporary construction rights and provisions providing for the protection of railroad interests to be provided to the County's Contractor and other construction terms and conditions.

**ARTICLE 21 - CANCELLATION**



In the event that delays or difficulties arise in securing local approval, or in acquiring rights-of-way, or in settling damages or damage claims, or for any other cause which in the opinion of the State render it impracticable to proceed with the Project, then at any time before a construction contract is executed or actual construction is started, the State may serve formal notice of cancellation upon the Company and this Agreement shall thereupon become null and void, and State shall reimburse Company for all costs and expenses incurred under the Project prior to such cancellation.

**ARTICLE 22 - ASSIGNMENT**

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

**ARTICLE 23 - EFFECTIVE DATE AND TERM**

This Agreement shall become effective as of the last date of execution of the parties, or the date work commences on the Project, whichever is earlier, and shall continue in full force and effect until terminated by mutual agreement.

**ARTICLE 24 - SEVERABILITY**

In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of this Agreement. The remainder of the Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect and enforceability in accordance with its terms.

**ARTICLE 25 - APPLICABLE LAW-COMPLIANCE**

A. This Agreement is made under, and shall be construed according to the laws of the State of Iowa, unless such laws are otherwise preempted by applicable Federal statutes, rules or regulations.

B. The State, Company and County shall comply with all applicable federal, state and local laws, regulations and enactments affecting this Agreement, to include but not limited to Code of Federal Regulations (CFR), Title 23, parts 140, 172, 646 and 655 and revisions thereto.

C. All portions of the Project, whether performed by the State or Company, shall be performed in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141 Buy America Requirements. Company shall maintain documentation / certification of all products of iron, steel, or a coating of steel that are incorporated into the Project for a period of three (3) years after completion of all obligations under this Agreement. Within a reasonable time after State's written request, Company shall make such records available for State's audit during Company's regular business hours in Company's Headquarters office located in Omaha.

**ARTICLE 26 - PREVIOUS AGREEMENTS**

The provisions of this Agreement supersede the provisions of the Original Agreement or any other agreement with respect to the use, maintenance and repair of the Roadway. In the event of any inconsistency between the terms of the Original Agreement and the terms of this Agreement with respect to construction, maintenance, operation, use, repair or replacement of the Roadway, this Agreement will prevail.

**ARTICLE 27 - 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 State, Company and the County specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Company of any default by the State 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 State, Company and County and cancel and supersede any prior negotiations, understandings or Agreements, including the Original Agreement, whether written or oral, with respect to the Project and the work or any part thereof.

*(Remainder of page intentionally left blank.)*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in  
DUPLICATE as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

Signed by:  
By: DAVID LAPLANTE  
Printed Name: DAVID LAPLANTE  
Title: Director-Real Estate  
Dated this 10/31/2025 day of \_\_\_\_\_, 2025.

**WOODBURY COUNTY, IOWA**

By: Daniel H. Bickhoff  
Printed Name: Daniel H. Bickhoff  
Title: Chairman - Woodbury County Supervisor  
Dated this 9th day of DECEMBER, 2025.

**IOWA DEPARTMENT OF TRANSPORTATION,  
a political subdivision of the State of Iowa  
acting by and through its District Engineer,  
Highway Division**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.