

## SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between Ramsey County Regional Railroad Authority (“Ramsey County”) and SOO LINE RAILROAD COMPANY, doing business as CPKC (“CPKC”), and is effective as of the date this Agreement is executed by both parties.

WITNESSETH:

WHEREAS, RAMSEY COUNTY is involved in activities to develop the RiversEdge project adjacent to the CPKC Merriam Park Subdivision at milepost 410.6 in St. Paul, Minnesota; and

WHEREAS, RAMSEY COUNTY is conducting preliminary engineering for the RiversEdge development (the “Project”), which Project may include extending a structure over the railroad right of way as shown in attached **Exhibit A**; and

WHEREAS, the freight railroad operating property and freight rail operations of CPKC may be impacted by the Project, whether or not RAMSEY COUNTY extends a structure over the railroad; and

WHEREAS, in order to be able to conduct its preliminary engineering, RAMSEY COUNTY needs input from CPKC concerning CPKC’s existing improvements and operations and CPKC’s requirements for any construction within CPKC’s Right-of-Way (as hereinafter defined); and

WHEREAS, CPKC is willing to cooperate with RAMSEY COUNTY’s preliminary engineering work, by providing to Ramsey County the CPKC Services (as hereinafter defined), provided: (a) CPKC is reimbursed for such services and RAMSEY COUNTY is agreeable to proceeding on that basis; and (b) such cooperation by CPKC is not construed as an agreement or commitment by CPKC of any kind to cooperate with further design efforts by RAMSEY COUNTY, approve a design for the Project that will encroach on the CPKC Right-of-Way, or allow any construction activity or temporary or permanent improvements within the CPKC Right-of-Way;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**SECTION 1.** The Parties shall perform the following services. The term “Services” means all services the Parties are required to provide under this Agreement for preliminary engineering of the Project. “RAMSEY COUNTY Services” are Services provided exclusively by RAMSEY COUNTY. “CPKC Services” are Services provided exclusively by CPKC. The Services specifically exclude the transfer of real property rights, construction, operation or maintenance in connection with implementation of the Project, or approval of or consent to any construction activities or improvements within the CPKC Right-of-Way. “CPKC Right-of-Way” means and includes all of CPKC’s subsurface, surface, and air space within CPKC’s railroad right-of-way in the project area shown on Exhibit A.

- (I) RAMSEY COUNTY SERVICES. RAMSEY COUNTY shall furnish or cause to be furnished, at its expense, all the Services required to perform and complete:
  - a. All required preliminary engineering for the Project, including incorporation of any preliminary engineering provided by CPKC as described in paragraph (II) below; and
  - b. Incidental Services necessary to complete the above-specified RAMSEY COUNTY Services.
  
- (II) CPKC SERVICES. CPKC shall furnish or cause to be furnished, at the request and expense of RAMSEY COUNTY, the following services for use by RAMSEY COUNTY in performing RAMSEY COUNTY's preliminary engineering (collectively, the "CPKC Services"):
  - a. CPKC minimum engineering design standards, criteria and requirements for freight rail infrastructure and other technical guidance relevant to the design of the Project as it may impact operations and improvements in the CPKC Right-of-Way (collectively, the "CPKC Design Criteria");
  - b. CPKC minimum construction standards, criteria and requirements relating to construction in the Right-of-Way, including structural, safety, and insurance requirements (collectively, the "CPKC Construction Criteria");
  - c. CPKC review of Ramsey County's preliminary engineering including review of structure plans and calculations prepared or provided by RAMSEY COUNTY;
  - d. Incidental Services, including supervisory and legal expenses, necessary to complete the items forth in subsections (a) – (c), above.

CPKC may perform the CPKC Services through the use of its own forces, CPKC's preferred service providers, or other providers selected or approved by CPKC in its sole discretion. All CPKC Services will be performed in accordance with CPKC standards. By providing the CPKC Services under this Agreement, CPKC shall not be deemed to have approved any final design or the Project or to have agreed to allow RAMSEY COUNTY to perform any work or install any improvements within the CPKC Right-of-Way.

Any approval by CPKC shall be construed only as acknowledgement that the subject of the approval conforms to CPKC Design Criteria or CPKC Construction Criteria, as applicable. Any such approval by CPKC shall not be construed as (a) approval of any preliminary design for the Project or consent to perform any work within the CPKC Right-of-Way or (b) certification by CPKC that the approved design conforms to applicable law or is suitable for RAMSEY COUNTY's purposes. CPKC shall not in any event assume responsibility for any design work performed by RAMSEY COUNTY or its consultants, or any construction work performed by RAMSEY COUNTY or its contractors and subcontractors.

The scope of the CPKC Services shall not be modified except by written amendment of this Agreement, which CPKC may accept or reject in CPKC's sole discretion.

SECTION 2. CPKC shall be entitled to reimbursement of the actual cost of CPKC Services, including any expenses reasonably incurred by CPKC in the course of providing the CPKC Services. At RAMSEY COUNTY's request, CPKC shall provide RAMSEY COUNTY

with estimates of the cost of all or any portion of the CPKC Services before incurring any costs for which CPKC will seek reimbursement, provided no such estimate shall be construed as a fixed price or guaranteed maximum price unless expressly stated in writing incorporated in an amendment to this Agreement before the CPKC Services are provided. CPKC shall invoice Ramsey County on a monthly basis. Each monthly invoice shall contain: (i) a detailed description of the CPKC Services that are the subject of such invoice and the charges therefor; and (ii) the total of all charges for CPKC Services provided under this Agreement as of the date of such invoice. Invoices shall be directed to Michael Rogers at [Michael.rogers@ramseycountymn.gov](mailto:Michael.rogers@ramseycountymn.gov).

SECTION 3. RAMSEY COUNTY may at any time in its sole discretion serve upon CPKC written notice of termination of this Agreement, in which event this Agreement shall terminate as of the date of receipt of notice, and neither party shall have any further obligation to the other, except (a) the confidentiality provisions of this Agreement shall survive termination and (b) RAMSEY COUNTY shall reimburse CPKC for all costs incurred by CPKC as of the date of termination and any costs incurred by CPKC after that date that were unavoidable, including without limitation costs of terminating any service agreement between CPKC and any consultant for services related to the Project.

#### SECTION 4. GENERAL PROVISIONS.

- (I) FORCE MAJEURE. The obligations of RAMSEY COUNTY and CPKC 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.
- (II) ASSIGNMENT. Neither RAMSEY COUNTY nor CPKC may assign or in any manner transfer either in whole or in part this Agreement or any right or privilege granted to it hereunder, nor permit any person or persons, company or companies to share in any such rights or privileges without the prior written consent of the Parties hereto. This Agreement shall be binding upon and inure to the benefit of, and shall be enforceable by, the Parties hereto and their respective successors and permitted assigns.
- (III) NOTICE. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered in person, by a scanned official letter and transmitted electronically or by express mail or courier, or certified or registered mail, return receipt requested, postage prepaid, to the persons specified herein as entitled to receive such notice, or to their duly authorized representative, unless notice of a change of address is given pursuant to the provisions of this Section. Notices shall be addressed as follows:

To CPKC:

Soo Line Railroad Company  
Suite 500  
Canadian Pacific Plaza

120 South 6<sup>th</sup> Street  
Minneapolis, MN 55402  
Attn: Daniel Sabatka

To RAMSEY COUNTY:

Ramsey County Regional Railroad Authority  
250 Ramsey County Courthouse  
15 West Kellogg Blvd.  
Saint Paul, MN 55102

And to:

Ramsey County Public Works  
Attn: Deputy Director Multimodal Planning  
1425 Paul Kirkwold Drive  
Arden Hills, MN 55112

Subject to proof of earlier delivery or receipt, any such notice, demand, request, consent or approval shall be conclusively deemed to have been given or made on the day upon which same is delivered or, if sent by prepaid registered mail, on the fifth business day following the date of mailing or, if transmitted by electronic means, on the second business day following acknowledged transmission, as the case may be. Any party may, at any time, give notice to the others of any change of address or electronic address.

- (III) WAIVER. No delay or omission on the part of a Party hereto in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
- (IV) NOT FOR THE BENEFIT OF OTHERS. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and their permitted assigns and not for the benefit of any other person.
- (VI) GOVERNING LAW. This Agreement shall be governed by and construed in accordance with Minnesota law. Minnesota law shall apply for all purposes, regardless of the venue for the dispute, including without limitation, jurisdiction, venue, conflicts of law, and choice of law.
- (VII) CONFIDENTIALITY. All books, manuals, drawings, computer software, other documentation and know-how provided or made available to RAMSEY COUNTY or its representatives by CPKC pursuant to this Agreement (“Confidential Information”) is confidential and proprietary, and shall remain the property of CPKC at all times. RAMSEY COUNTY is licensed to use such books, manuals, drawings, computer software and other documentation and

know-how as will be supplied to RAMSEY COUNTY solely as necessary for the RAMSEY COUNTY Services. RAMSEY COUNTY's right and its obligations hereunder shall be in force irrespective of whether such books, manuals, drawings, documents and computer software and know-how have been made by or are the property of CPKC itself or external consultants, or subcontractors. In no circumstances shall RAMSEY COUNTY use or permit others to use any of the books, manuals, drawings, computer software and other documentation or know-how provided pursuant to this Agreement for any purpose other than for the RAMSEY COUNTY Services. RAMSEY COUNTY shall not make copies of the Confidential Information or provide any Confidential Information to third Parties other than as required by law, or make any alterations in any Confidential Information without the prior written consent of CPKC. RAMSEY COUNTY has advised CPKC that it is subject to certain public disclosure requirements pursuant to applicable public records laws, including those governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. In the event that RAMSEY COUNTY receives a request for any Confidential Information, it shall promptly advise CPKC. The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

Limitations. In protecting confidential and proprietary information, a Party will use the same reasonable steps that it takes to protect its own confidential and proprietary information. The obligations set forth above in this Section will not apply to information that is or comes into the public domain through no violation of this or any other agreement; that was known to the party from sources other than activities pursuant to this Agreement; that is rightfully received from any third party who is under no contractual obligation to keep such information confidential; that is developed independently by the Party receiving the information without reference to such information, provided that it is developed by persons working for the party who have not had access to such information; or that a Party is required by a court of competent jurisdiction to disclose.

Exception. CPKC agrees that RAMSEY COUNTY may furnish a copy of this Agreement and any exhibits and attachments thereto to other parties, agencies or the federal government involved in financing on behalf of the Project.

- (VIII) **AUDIT.** Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, CPKC, upon written request, shall make available to RAMSEY COUNTY, the State Auditor or RAMSEY COUNTY'S ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of CPKC relating to this Agreement.
- (IX) **COMPLIANCE WITH APPLICABLE LAW.** CPKC agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the CPKC's performance of the provisions of this Agreement. It shall be the obligation of CPKC to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

(X) CONFLICT OF INTEREST. Each party affirms that, to the best of that party's knowledge, its involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Each party agrees that, should any conflict or potential conflict of interest become known to it, it will immediately notify the other party of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the other party whether it will or will not resign from the other engagement or representation.

(XI) CONTRACTOR CERTIFICATION REGARDING DEBARMENT.  
As required by the Ramsey County Contract Compliance and Debarment Ordinance, and by 2 CFR part 2424, 24 CFR 5.105(b), and Executive Orders 12549 and 12689, CPKC certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, by any Federal department or agency, or the State of Minnesota or Ramsey County, from participation in the transaction described in this Agreement.

CPKC agrees that by submitting this certification, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by County.

CPKC agrees to provide a list of its contractors hired for the Project to County prior to any disbursement of funds under the Agreement and update when needed throughout the Project. (XI) TERM. This Agreement will expire on December 31, 2027, unless extended by mutual agreement of the parties or terminated earlier under the terms of this Agreement.

(XII) This Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

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

Executed this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

SOO LINE RAILROAD COMPANY,  
dba CPKC

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Executed this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

By: \_\_\_\_\_

Rafael Ortega  
Chair

Approval Recommended:

By: Michael Rogers  
Michael Rogers (May 13, 2026 15:06:07 CDT)

Michael Rogers  
Deputy Director of Public Works – Multimodal Planning

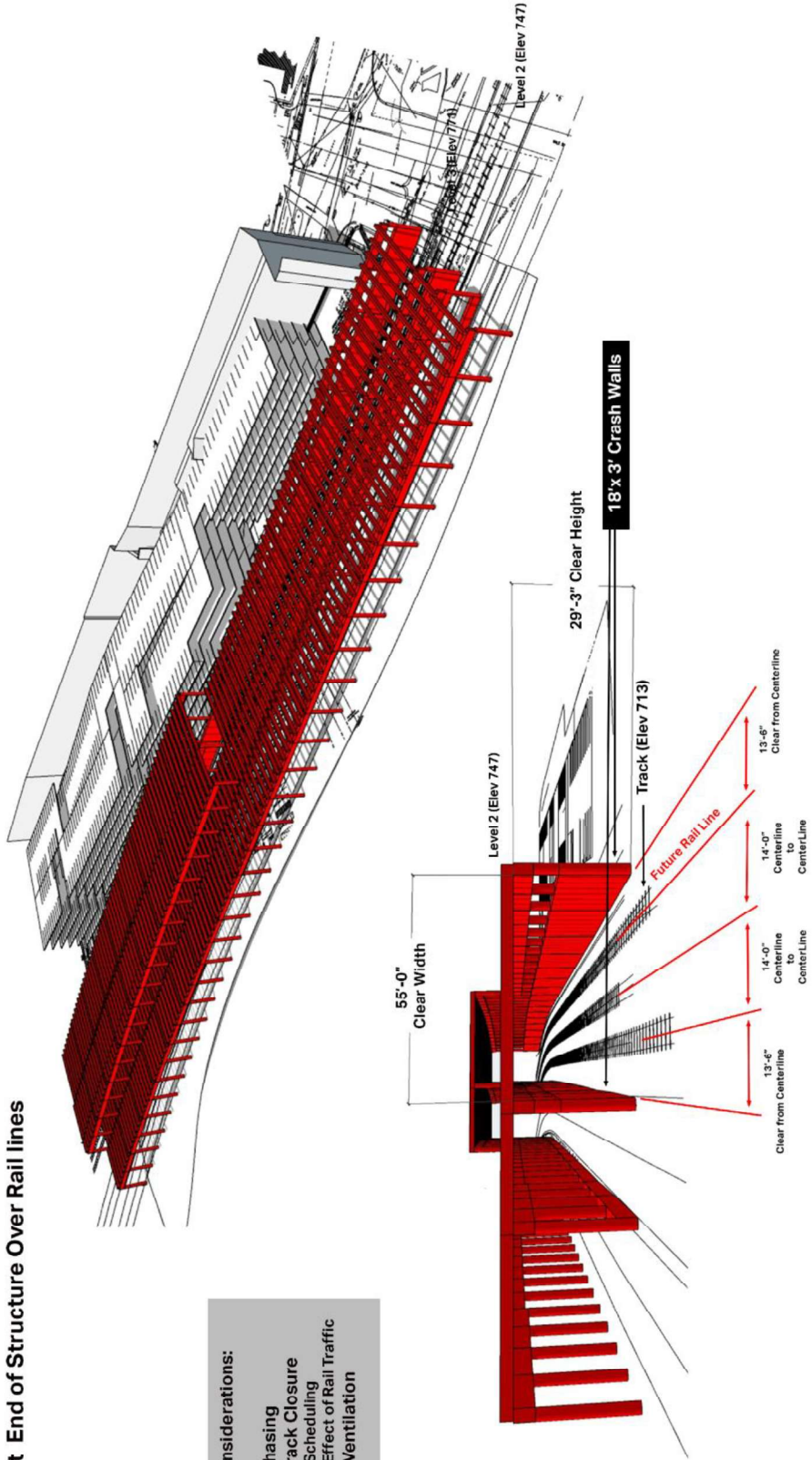
Approved as to form:

By: Larry S. Schwahn  
Larry S. Schwahn (May 13, 2026 15:32:06 CDT)

Assistant County Attorney

Exhibit A

East End of Structure Over Rail lines



- Considerations:
- Phasing
  - Track Closure Scheduling
  - Effect of Rail Traffic
  - Ventilation

St. Paul RiversEdge: Lid Structural Concept for Railroad Discussion Purposes Only  
 3 May 2019

