

UPR05REA

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (DRAINAGE)
NAME OF PROPERTY OWNER OR GRANTOR:	UNION PACIFIC RAILROAD
PURPOSE:	RIVERSIDE PARKWAY
ADDRESS:	SEE EXHIBIT A (VARIOUS LOCATIONS ALONG THE RAILROAD)
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2005
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

55 PAGE DOCUMENT

RECORDING REQUESTED BY
And When Recorded Mail to:

2255894 BK 3905 PG 478-532
05/26/2005 11:10 AM
Janice Ward CLK&REC Mesa County, C
RecFee \$275.00 SurChg \$1.00
DocFee EXEMPT

CITY OF GRAND JUNCTION
ATTN: City Attorney
250 N. 5th Street
Grand Junction, Colorado 81501

SPACE ABOVE FOR RECORDER'S USE ONLY

**EASEMENT DEED AND AGREEMENT
(DRAINAGE)**

THIS EASEMENT DEED AND AGREEMENT (DRAINAGE) ("Drainage Easement Deed") is made as of the 18th day of May, 2005, between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantor"), and CITY OF GRAND JUNCTION, COLORADO, a municipal corporation of the State of Colorado ("Grantee"), whose address is 250 N. 5th Street, Grand Junction, Colorado 81501.

WITNESSETH:

WHEREAS, Grantee is the owner of that certain roadway known as Riverside Parkway ("Grantee Parcel"); and

WHEREAS, Grantor is the owner of seventeen (17) parcels of land adjacent to the Grantee Parcel and described in Exhibit A attached hereto and made a part hereof ("Easement Areas"); and

WHEREAS, Grantee desires to utilize the Easement Areas for the construction and maintenance of drainage structures and drainage of storm water from Grantor's adjacent railroad right-of-way ("Grantor's ROW"), and Grantor is agreeable to the same, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as well as the mutual covenants, undertakings and agreements of the parties as herein set forth, the parties grant, declare and agree as follows:

1. Grant of Easement.

Grantor hereby grants to Grantee, its successors and assigns, subject to all outstanding rights of record and to the terms and limitations set forth in this Drainage Easement Deed, an easement for the construction and maintenance of seventeen (17) drainage structures ("Drainage Structures") upon the Easement Areas described in Exhibit A ("Drainage Easement").

2. Maintenance, Operation and Use.

Grantee, at its sole cost and expense, shall be responsible for maintaining the Drainage Structures. Ingress and egress to the Drainage Easement Areas will be over Grantor's access road and through gates controlled by Grantor. Grantee must contact Grantor's Manager of Track Maintenance (970-248-4254) for access at least twenty-four (24) hours prior to entry (except in the case of an emergency) and, if necessary, to schedule flagmen, at Grantee's sole cost and expense, for any construction and maintenance work within twenty-five feet (25') of centerline of Grantor's railroad tracks. Grantee's contractors must also enter into Grantor's standard right of entry agreement prior to entering upon the property, in the form attached hereto as Exhibit B and made a part hereof.

3. Non-Exclusivity.

Grantor reserves unto itself, its successors and assigns, the right to use the Drainage Easement for any purpose so long as there is no material interference with the easement rights granted to Grantee in this Agreement.

4. Indemnity.

To the extent it may lawfully do so, Grantee agrees to indemnify and hold harmless Grantor and its affiliates, their officers, agents, employees, successors or assigns (the "Indemnitees"), against and from any and all liability (including, without limitation, strict liability of any of the Indemnitees), loss, damage (including, without limitation, consequential or punitive damages), claims, demands, actions, causes of action, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from personal injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such personal injury, death, loss, destruction or damage, howsoever caused, grows out of or arises from the exercise by Grantee of any of the easement rights herein granted, except to the extent caused by the sole active negligence of the Indemnitees.

The term "affiliate" (or "affiliates" as the case may be) as used herein means any corporation which directly or indirectly controls, or is controlled by, or is under common control with Grantor.

5. Compliance with Laws.

Grantee shall comply with all applicable laws, statutes, rules, regulations and ordinances with respect to the use of the Drainage Easement or other exercise of the easement rights herein granted to Grantee, and Grantee, to the extent it may lawfully do so, shall indemnify, defend and hold harmless the Indemnitees from and against all liability, loss, damage, claims, demands, actions, causes of action, costs and expenses of whatsoever nature, including court costs and attorney's fees, arising from or in any manner connected with the failure of Grantee so to comply.

6. Successors and Assigns.

The rights and obligations set forth in this Agreement shall be deemed to be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Interpretation.

This Agreement shall be construed in accordance with the laws of the State of Colorado in a manner which is consistent with the intents and purposes set forth herein. This Agreement constitutes the entire understanding of the parties in connection with the subject matter herein and may only be amended by a writing executed by the party to be charged.

8. Notices.

In the event that any communication or notice is deemed necessary or advisable under the terms of this Agreement, it shall be in writing and either delivered personally to the party sought to be charged thereby, or mailed postage prepaid, certified mail, return receipt requested, in the following manner:

If to Grantor: UNION PACIFIC RAILROAD COMPANY
ATTN: General Manager-Real Estate
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179

If to Grantee: CITY OF GRAND JUNCTION
ATTN: City Attorney
250 N. 5th Street
Grand Junction, Colorado 81501

or at such other address as the parties may hereafter designate in the manner provided herein.

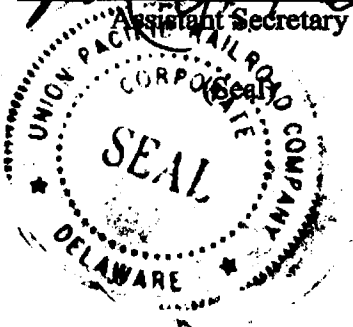
IN WITNESS WHEREOF, the parties have executed this Drainage Easement Deed on the date first above written.

Attest:

M. J. Hansen
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: *Tracy K. Love*
Title: GENERAL MANAGER-REAL ESTATE



**CITY OF GRAND JUNCTION, COLORADO,
a municipal corporation of the State of Colorado**

Stephanie Lunn
CITY CLERK

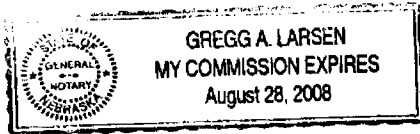
By: *[Signature]*
Title: *City Manager*



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On May 18, 2005, before me, a Notary Public in and for said County and State, personally appeared Tony K. Love and M.E. Heenan, General Manager - Real Estate and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



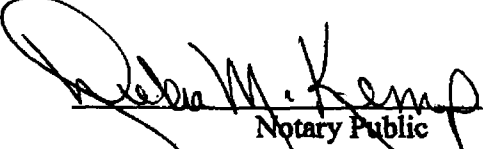
(SEAL)

Gregg A. Larsen
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

On May 17, 2005, before me, a Notary Public in and for said County and State, personally appeared Kelly Arnold/Stephanie Twin who ~~is~~ ^{is} the City Manager/City Clerk of the CITY OF GRAND JUNCTION, COLORADO, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public

My Commission Expires 3/13/09



Carter & Burgess

October 27, 2004
071514.402.1.0025

707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.c-b.com

PARCEL UPRR #7 (PE A-6A)
Property Description

A parcel of land lying in the Southeast Quarter of Section 5, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian (a found 2 1/2" Brass Cap "MESA COUNTY SURVEY MARKER LS illegible" in concrete), whence the witness monument to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 10 (found an Aluminum Cap "1/16 45.0 2003 LS(17465)") bears N89°56'54"E (Basis of Bearing-assumed) a distance of 1274.54 feet;

THENCE N56°46'06"W a distance of 7365.80 feet to the POINT OF BEGINNING;

THENCE N57°16'55"W a distance of 19.07 feet;

THENCE N59°23'22"W a distance of 5.01 feet;

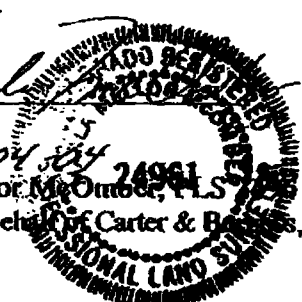
THENCE S84°53'48"E a distance of 24.87 feet;

THENCE S04°06'28"W a distance of 11.00 feet;

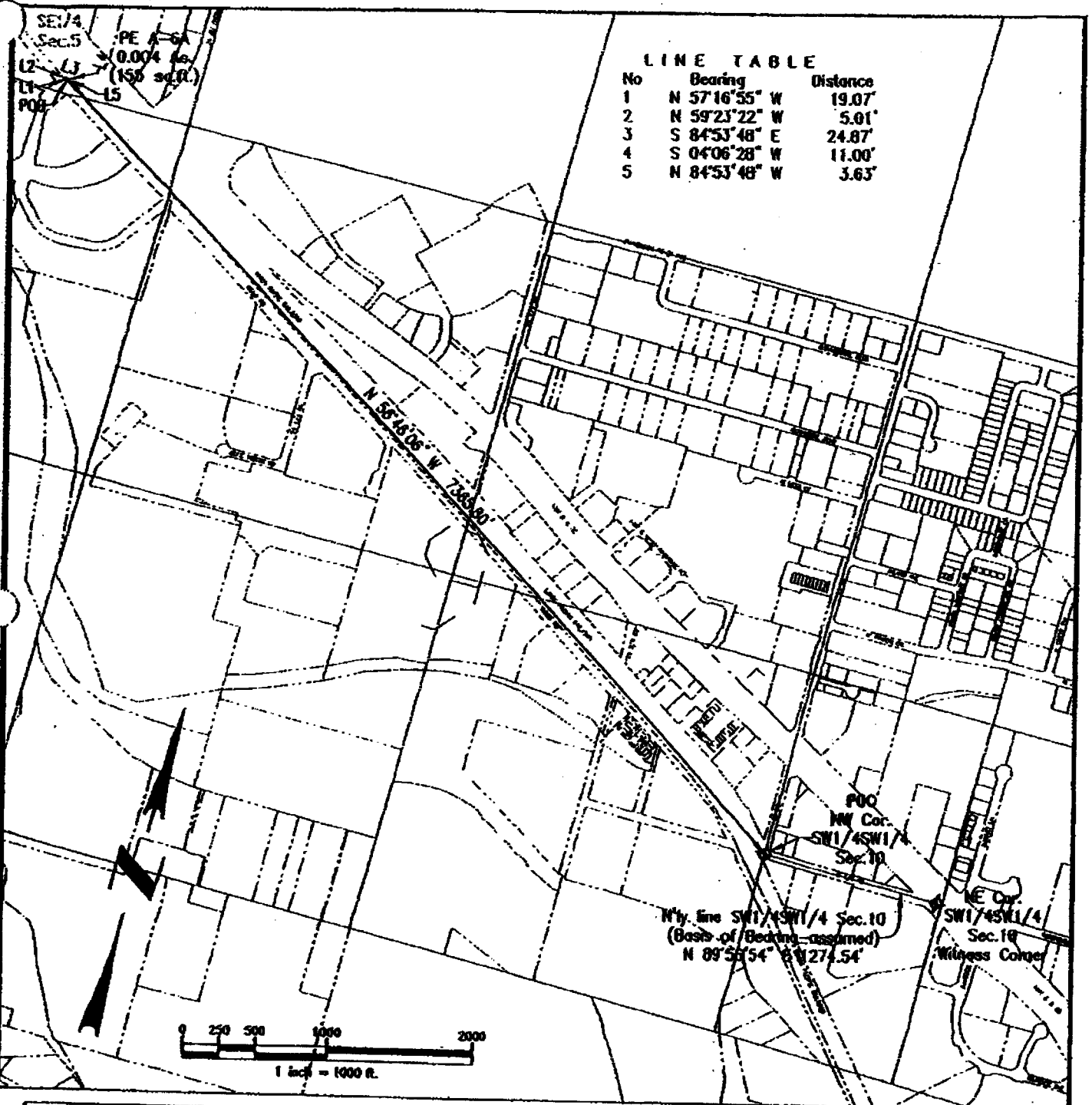
THENCE N84°53'48"W a distance of 3.63 feet to the POINT OF BEGINNING.

Containing 155 square feet (0.004 Acres), more or less.

Prepared by: *Paul*
Date: 11-04-04
Marla Mellore McOmber, P.L.S.
For and on behalf of Carter & Burgess, Inc.



RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION



11/28/2004 8:38:37 AM
 11/28/2004 8:38:37 AM

CARTER & BURGESS PROJECT NO.		071514
CLIENT PROJECT NO.		-
REVISION DESCRIPTION		
DRAWN	DATE	SCALE
jan	10-27-04	1"=1000
Carter & Burgess 707 17th Street, Suite 2300, Denver CO 80202 (303) 442-4200 fax (303) 442-4442		
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC MEDIA WAS PREPARED BY CARTER & BURGESS, INC. FOR THE PROJECT DESCRIBED. ANY REUSE OR MODIFICATION WITHOUT THE EXPRESS WRITTEN CONSENT OF CARTER & BURGESS SHALL BE AT THE SOLE RISK OF THE USER.		

RIVERSIDE PARKWAY GRAND JUNCTION COLORADO		
TITLE: EXHIBIT UPRR #7 (PE A-6A)		
REVISION:	DRAWING NO.	SHEET NO.
	PeA-6A.DWG	1 OF 1

Carter-Burgess

October 27, 2004
071514.402.1.0025

707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.c-b.com

PARCEL UPRR #8 (PE A-6B)

Property Description

A parcel of land lying in the Northeast Quarter of Section 8, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian (a found 2 1/2" Brass Cap "MESA COUNTY SURVEY MARKER LS illegible" in concrete), whence the witness monument to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 10 (found an Aluminum Cap "1/16 45.0 2003 LS17465") bears N89°56'54"E (Basis of Bearing-assumed) a distance of 1274.54 feet;

THENCE N56°41'23"W a distance of 6387.04 feet to the POINT OF BEGINNING;

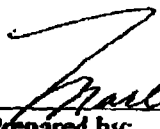
THENCE N57°16'55"W a distance of 11.50 feet;

THENCE N54°41'25"E a distance of 32.55 feet;

THENCE S32°52'12"E a distance of 10.68 feet;

THENCE S54°41'25"W a distance of 27.79 feet to the POINT OF BEGINNING.

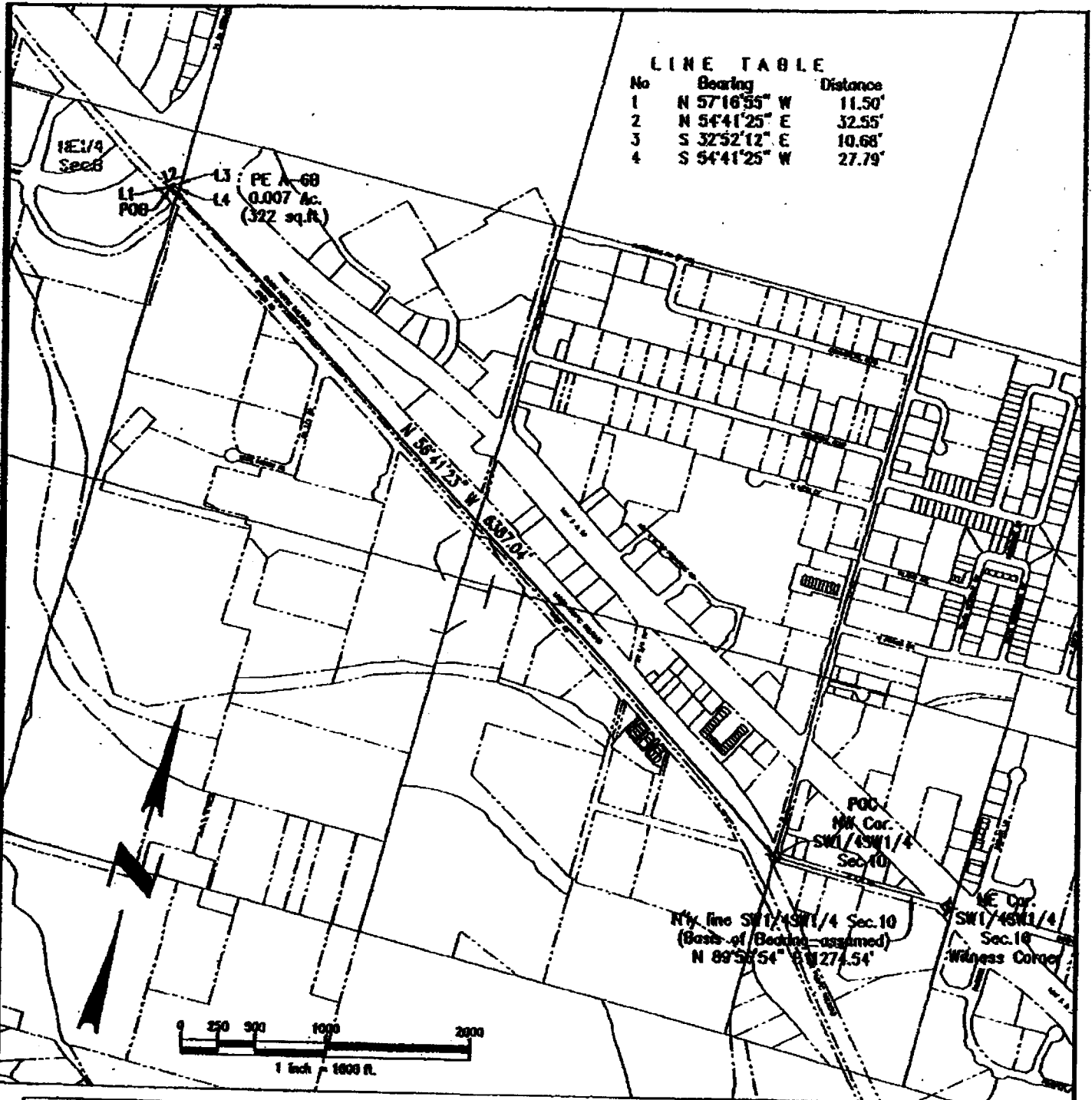
Containing 322 square feet (0.007 Acres), more or less.

Prepared by: 
Date: 11-04-04
Maria Mellor, Registered Professional Land Surveyor, PLS 24961
For and on behalf of Carter & Burgess, Inc.



LINE TABLE

No	Bearing	Distance
1	N 57°16'55" W	11.50'
2	N 54°41'25" E	32.55'
3	S 32°52'12" E	10.68'
4	S 54°41'25" W	27.79'



CARTER & BURGESS PROJECT NO. 071514
 CLIENT PROJECT NO. -
 REVISION DESCRIPTION
 DRAWN Jan DATE 10-27-04 SCALE 1"=1000'

Carter-Burgess
 717 17th Street, Suite 2300, Denver CO 80202
 (303) 733-4444 Fax (303) 444-4444

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RIVERSIDE PARKWAY
 GRAND JUNCTION
 COLORADO

TITLE: EXHIBIT
 UPRR #8 (PE A-68)

REVISION: DRAWING NO. PeA-68.DWG SHEET NO. 1 OF 1

Carter & Burgess

October 28, 2004
071514.402.1.0025

707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.c-b.com

PARCEL UPRR #10 (PE A-6D)
Property Description

A parcel of land lying in the Northwest Quarter of Section 9, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian (a found 2 1/4" Brass Cap "MESA COUNTY SURVEY MARKER LS illegible" in concrete), whence the witness monument to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 10 (found an Aluminum Cap "1/16 45.0 2003 LS17465") bears N89°56'54"E (Basis of Bearing-assumed) a distance of 1274.54 feet;

THENCE N56°39'31"W a distance of 5044.45 feet to the POINT OF BEGINNING;

THENCE N56°29'23"W a distance of 17.03 feet;

THENCE N78°43'23"E a distance of 25.82 feet;

THENCE N31°55'57"E a distance of 7.67 feet;

THENCE S58°04'03"E a distance of 14.00 feet;

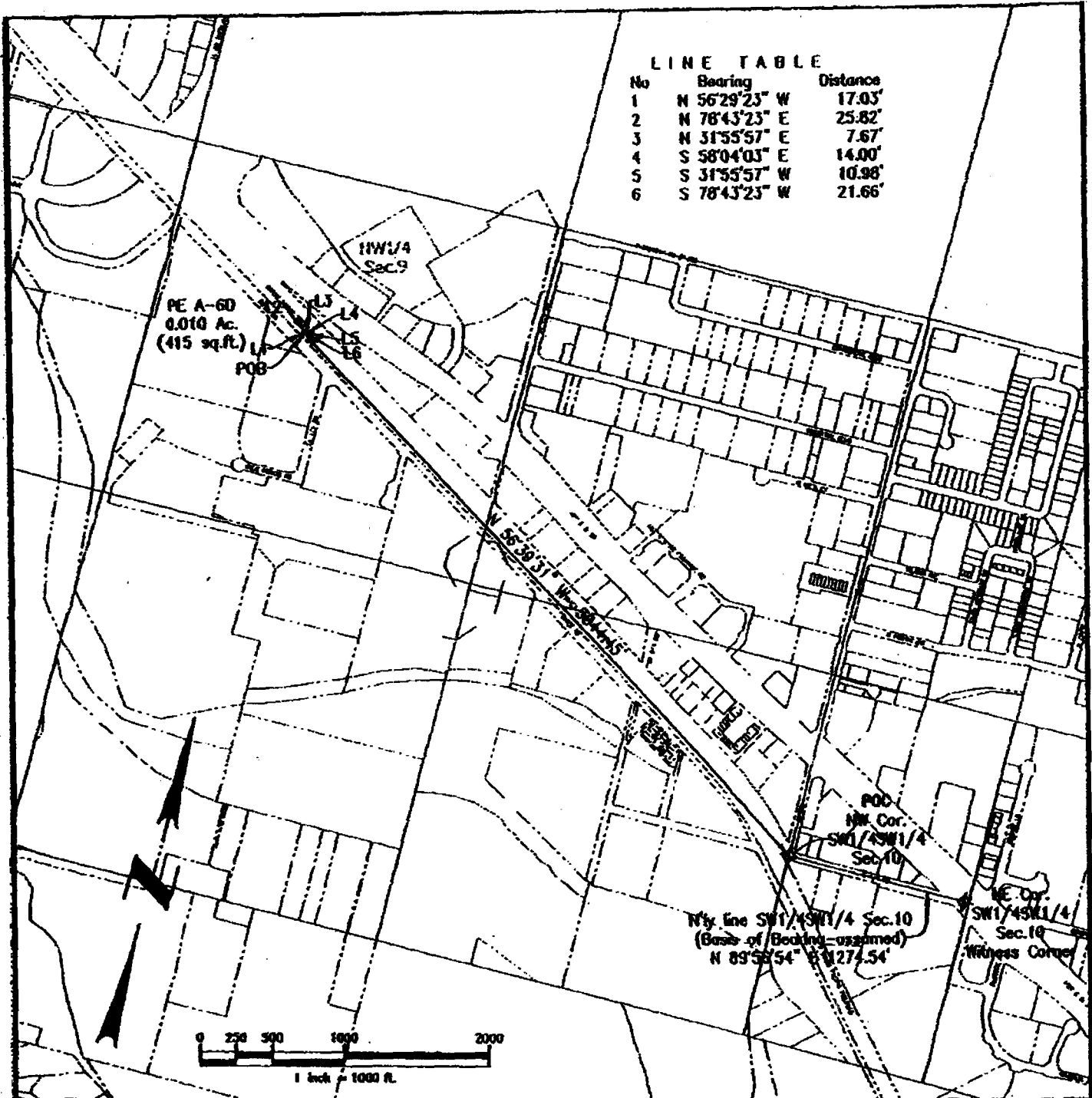
THENCE S31°55'57"W a distance of 10.98 feet;

THENCE S78°43'23"W a distance of 21.66 feet to the POINT OF BEGINNING.

Containing 415 square feet (0.010 Acres), more or less.

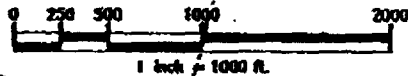
Marla
Prepared by:
Date: 11-24-04
Marla Mellon, Ombex, PLS
For and on behalf of Carter & Burgess, Inc.





LINE TABLE

No	Bearing	Distance
1	N 56°29'23" W	17.03'
2	N 78°43'23" E	25.82'
3	N 31°55'57" E	7.67'
4	S 58°04'03" E	14.00'
5	S 31°55'57" W	10.98'
6	S 78°43'23" W	21.66'



CARTER & BURGESS PROJECT NO. 071514

CLIENT PROJECT NO. _____

REVISION DESCRIPTION

OWNER	DATE	SCALE
jam	10-27-04	1"=1000

Carter & Burgess

707 17th Street, Suite 2300, Denver CO 80202
 (303) 733-0000 Fax (303) 733-0002

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RIVERSIDE PARKWAY
 GRAND JUNCTION
 COLORADO

FILE: EXHIBIT
 UPRR #10 (PE A-60)

REVISION:	DRAWING NO. PeA-60.DWG	SHEET NO. 1 OF 1
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Carter & BurgessOctober 28, 2004
071514.402.1.0025707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.c-b.com

PARCEL UPRR #11 (PE A-6E)

Property Description

A parcel of land lying in the Northwest Quarter of Section 9, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian (a found 2 1/2" Brass Cap "MESA COUNTY SURVEY MARKER LS illegible" in concrete), whence the witness monument to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 10 (found an Aluminum Cap "1/16 45.0 2003 LS17465") bears N89°56'54"E (Basis of Bearing-assumed) a distance of 1274.54 feet;

THENCE N56°40'09"W a distance of 4706.27 feet to the POINT OF BEGINNING;

THENCE N56°34'33"W a distance of 12.06 feet;

THENCE N05°07'09"E a distance of 15.90 feet;


THENCE N33°25'32"E a distance of 9.33 feet;

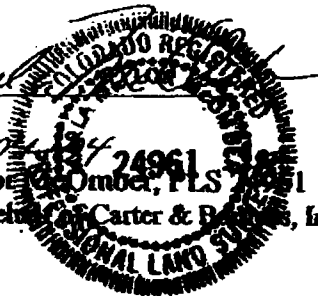
THENCE S56°34'33"E a distance of 16.33 feet;

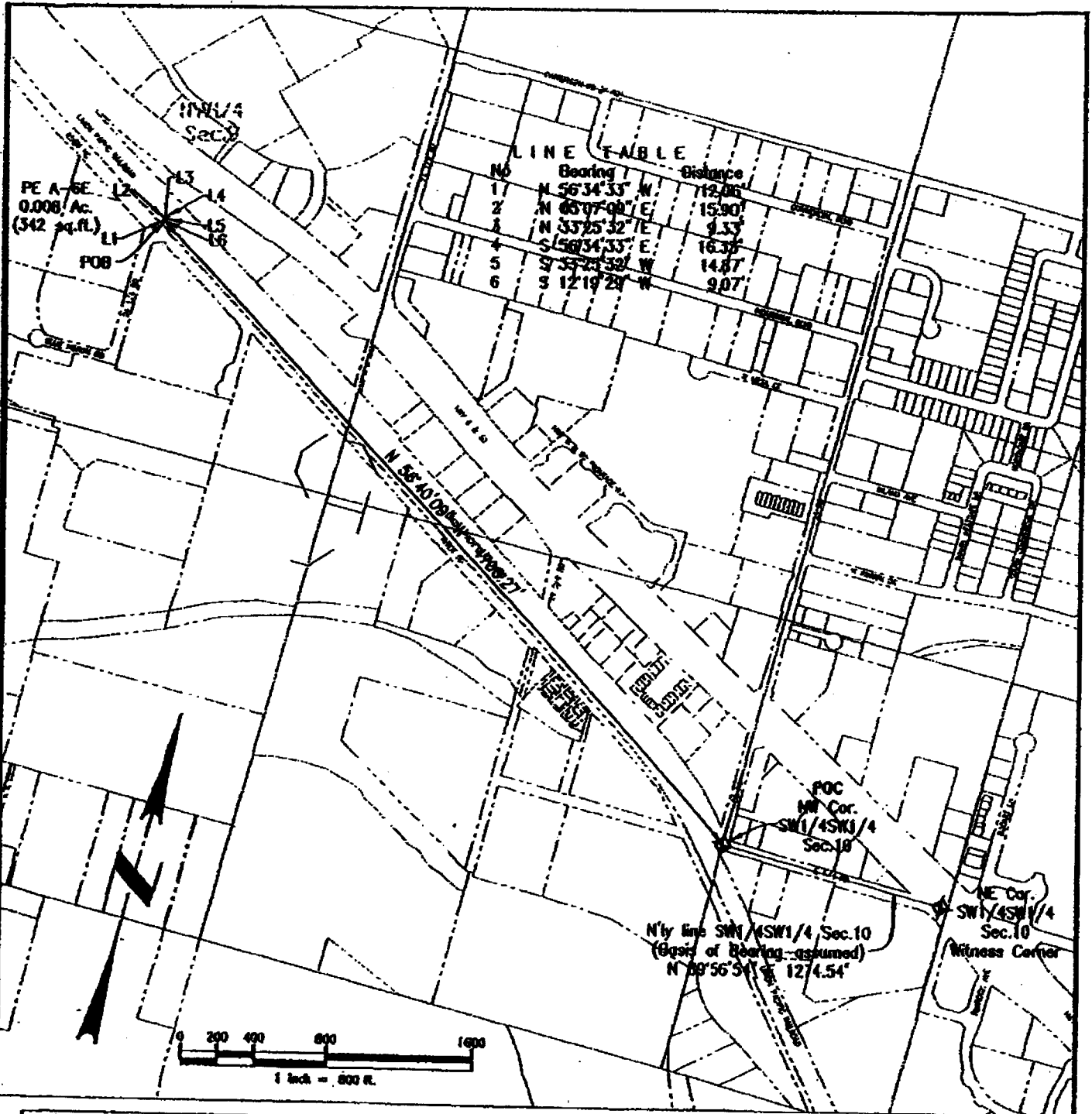
THENCE S33°25'32"W a distance of 14.87 feet;

THENCE S12°19'29"W a distance of 9.07 feet to the POINT OF BEGINNING.

Containing 342 square feet (0.008 Acres), more or less.

Prepared by: 
Date: 11-04-04
Maria Mellon, PLS 24961
For and on behalf of Carter & Burgess, Inc.





11/28/2004 5:25:01 AM

CARTER & BURGESS PROJECT NO. 071514

CLIENT PROJECT NO.

REVISION DESCRIPTION

DRAWN jam DATE 10-27-04 SCALE 1"=800'

Carter & Burgess

707 17th Street, Suite 2300, Denver CO 80202
 (303) 440-4400 Fax (303) 440-4404

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RIVERSIDE PARKWAY
GRAND JUNCTION
COLORADO

TITLE: EXHIBIT
UPRR #11 (PE A-GE)

REVISION: DRAWING NO. PeA-GE.DWG SHEET NO. 1 OF 1

Carter-Burgess

October 28, 2004
071514.402.1.0025

707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.c-b.com

PARCEL UPRR #12 (PE A-6F)
Property Description

A parcel of land lying in the Northwest Quarter of Section 9, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian (a found 2 1/2" Brass Cap "MESA COUNTY SURVEY MARKER LS illegible" in concrete), whence the witness monument to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 10 (found an Aluminum Cap "1/16 45.0 2003 LS17465") bears N89°56'54"E (Basis of Bearing-assumed) a distance of 1274.54 feet;

THENCE N56°40'53"W a distance of 4158.00 feet to the POINT OF BEGINNING;

THENCE N56°34'33"W a distance of 11.00 feet;

THENCE N32°49'01"E a distance of 29.85 feet;

THENCE S57°05'38"E a distance of 11.00 feet;

THENCE S32°49'01"W a distance of 29.95 feet to the POINT OF BEGINNING.

Containing 329 square feet (0.008 Acres), more or less.

Marla Meller
Prepared by
Date: 11/13/04
Marla Meller, PLS #24961
For and on behalf of Carter & Burgess, Inc.



Carter-Burgess

October 28, 2004
071514.402.1.0025

707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.cb.com

PARCEL UPRR #13 (PE A-6G)
Property Description

A parcel of land lying in the Northwest Quarter of Section 9, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian (a found 2 1/2" Brass Cap "MESA COUNTY SURVEY MARKER LS illegible" in concrete), whence the witness monument to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 10 (found an Aluminum Cap "1/16 45.0 2003 LS17465") bears N89°56'54"E (Basis of Bearing-assumed) a distance of 1274.54 feet;

THENCE N56°42'21"W a distance of 3377.41 feet to the POINT OF BEGINNING;

THENCE N56°34'33"W a distance of 12.00 feet;

THENCE N32°49'01"E a distance of 29.84 feet;

THENCE S57°06'05"E a distance of 12.00 feet;

THENCE S32°49'01"W a distance of 29.95 feet to the POINT OF BEGINNING.

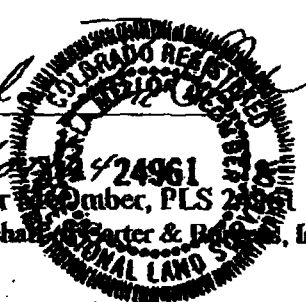
Containing 359 square feet (0.008 Acres), more or less.

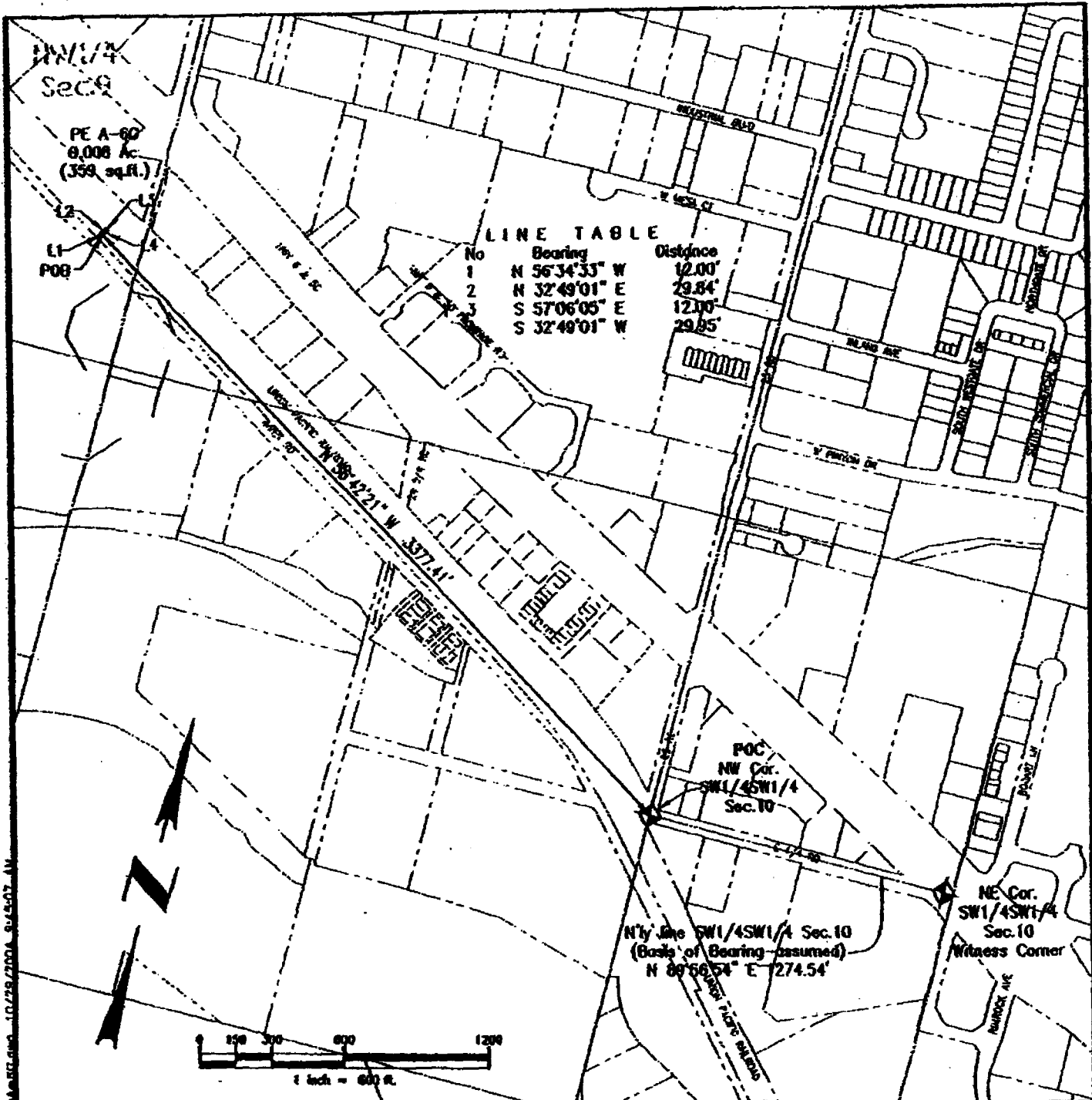
Prepared by:

Date: 11/02/04 24961

Marla Mellor, Surveyor, PLS 24961

For and on behalf of Carter & Burgess, Inc.





10/29/2004 9:45:07 AM

CARRER & BURGESS PROJECT NO. 071514

CLIENT PROJECT NO. _____

RELATION DESCRIPTION _____

DATE 10-27-04 SCALE 1"=600'

Carter-Burgess

707 17th Street, Suite 2300, Denver CO 80202
 (303) 620-8800 Fax (303) 620-4802

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY CARTER & BURGESS, INC. FOR THE PROJECT DESCRIBED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF CARTER & BURGESS SHALL BE AT THE USER'S RISK OF THE USER.

RIVERSIDE PARKWAY
GRAND JUNCTION
COLORADO

TITLE: EXHIBIT
UPRR #13 (PE A-6G)

REVISION:	DRAWING NO. PeA-6G.DWG	SHEET NO. 1 OF 1
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Carter & Burgess

October 28, 2004
071514.402.1.0025

707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.c-b.com

PARCEL UPRR #14 (PE A-6H)
Property Description

A parcel of land lying in the Northeast Quarter of Section 9, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian (a found 2 1/2" Brass Cap "MBSA COUNTY SURVEY MARKER LS illegible" in concrete), whence the witness monument to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 10 (found an Aluminum Cap "1/16 45.0 2003 LS17465") bears N89°56'54"E (Basis of Bearing-assumed) a distance of 1274.54 feet;

THENCE N56°43'07"W a distance of 3079.74 feet to the POINT OF BEGINNING;


THENCE N56°34'33"W a distance of 11.40 feet;

THENCE N18°07'24"E a distance of 25.92 feet;

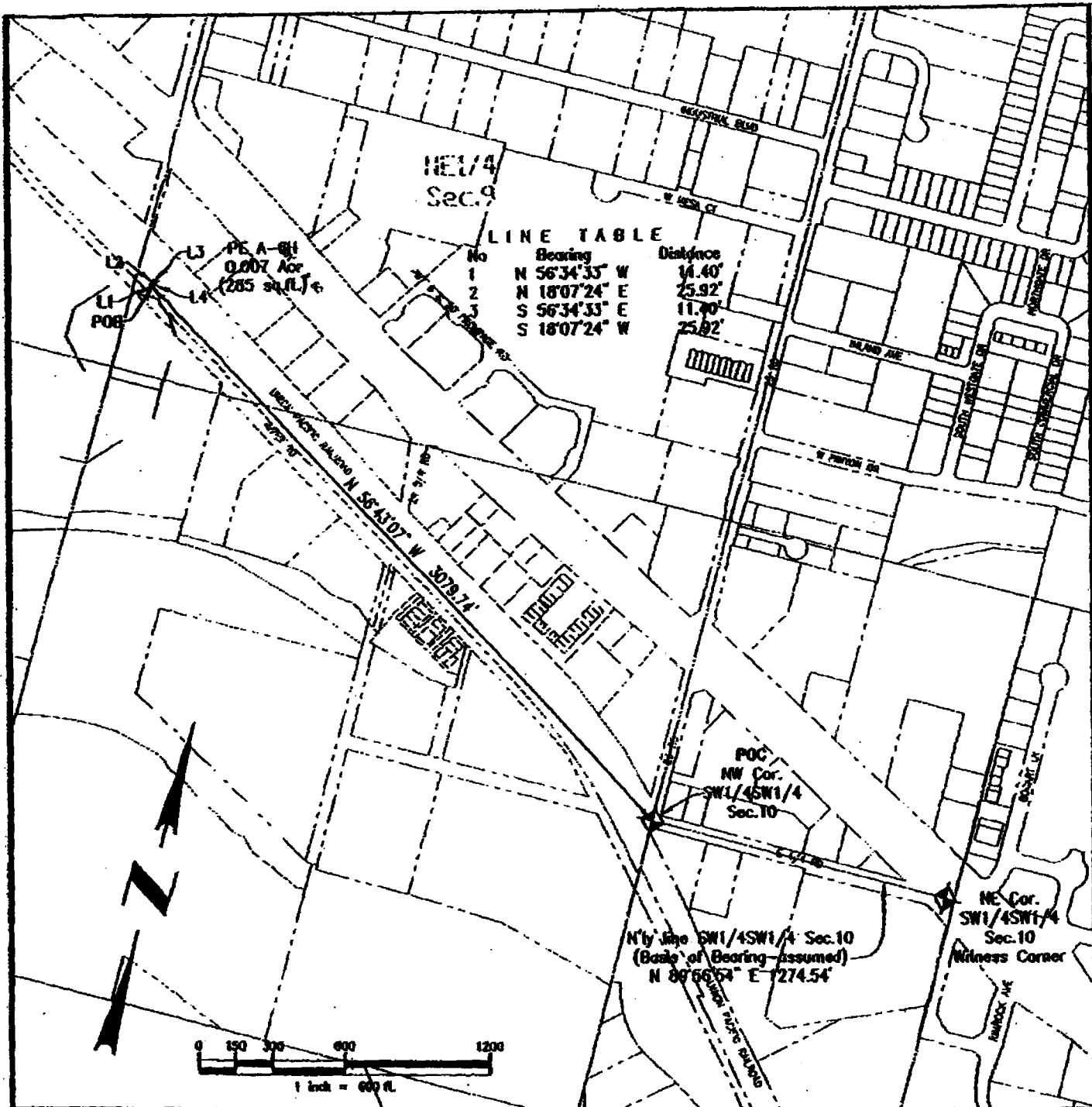
THENCE S56°34'33"E a distance of 11.40 feet;

THENCE S18°07'24"W a distance of 25.92 feet to the POINT OF BEGINNING.

Containing 285 square feet (0.007 Acres), more or less.


Prepared by:
Date: 11-02-04
Marla Mellor, Registered Professional Land Surveyor
For and on behalf of Carter & Burgess, Inc.





CARTER & BURGESS PROJECT NO. 071514
 CLIENT PROJECT NO. _____
 REVISION DESCRIPTION _____
 DRAWN jam DATE 10-27-04 SCALE 1"=600'

Carter & Burgess
 707 17th Street, Suite 2300, Denver CO 80202
 (303) 440-0000 fax (303) 440-0002

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RIVERSIDE PARKWAY
 GRAND JUNCTION
 COLORADO

TITLE: EXHIBIT
 UPRR #14. (PE A-6H)

REVISION: _____ DRAWING NO. PeA-6H.DWG SHEET NO. 1 OF 1

Carter-Burgess

October 28, 2004
071514.402.1.0025

707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.cb.com

PARCEL UPRR #15 (PE A-6I)
Property Description

A parcel of land lying in the Southeast Quarter of Section 9, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian (a found 2 1/2" Brass Cap "MESA COUNTY SURVBY MARKER LS illegible" in concrete), whence the witness monument to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 10 (found an Aluminium Cap "1/16 45.0 2003 LS17465") bears N89°56'54"E (Basis of Bearing-assumed) a distance of 1274.54 feet;

THENCE N56°45'56"W a distance of 2315.71 feet to the POINT OF BEGINNING;


THENCE N56°34'33"W a distance of 12.00 feet;

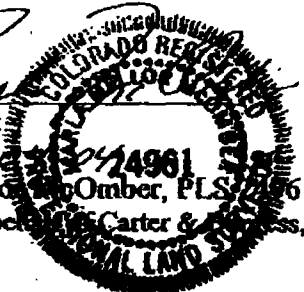
THENCE N33°25'27"E a distance of 26.43 feet;

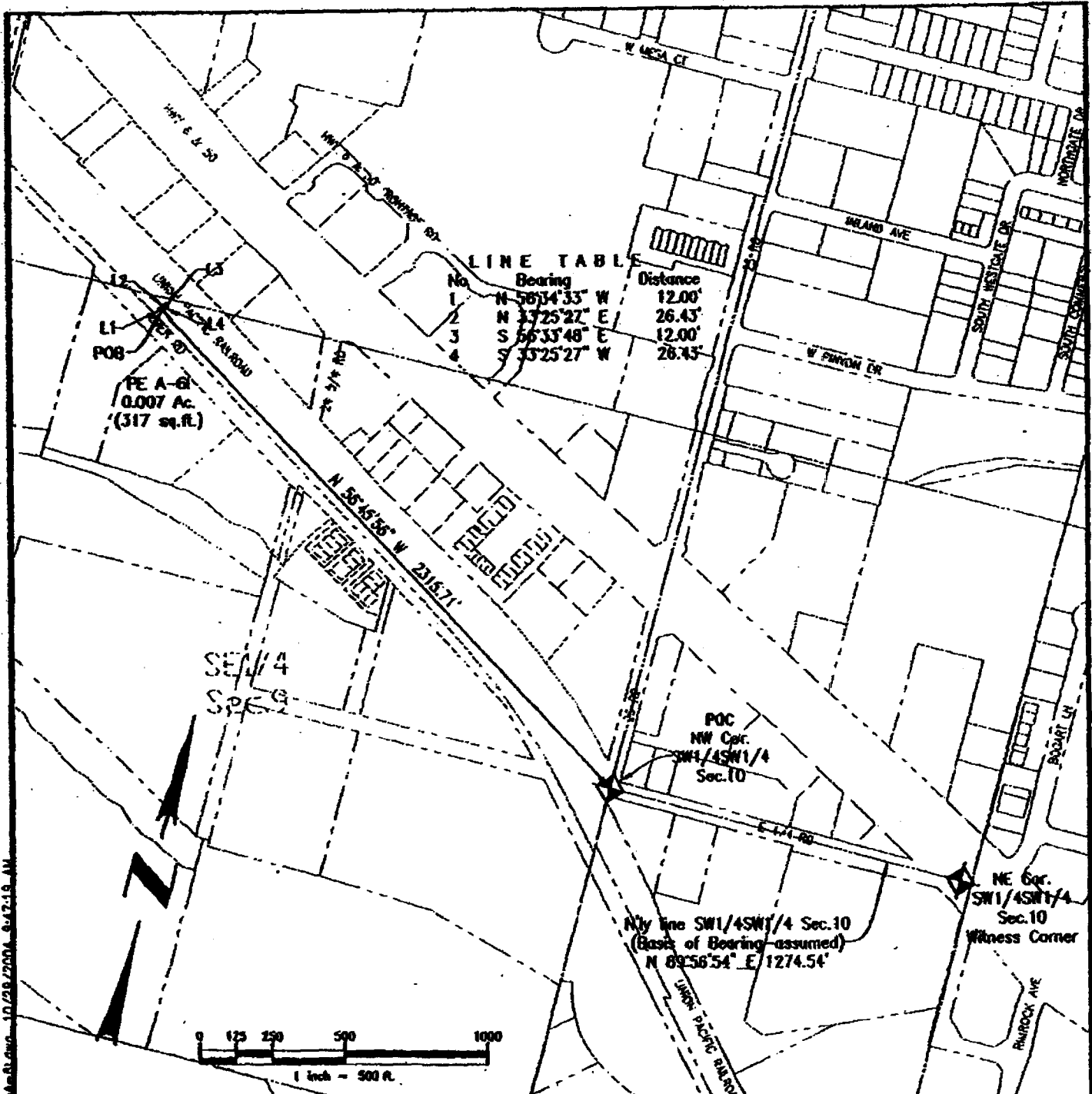
THENCE S56°33'48"E a distance of 12.00 feet;

THENCE S33°25'27"W a distance of 26.43 feet to the POINT OF BEGINNING.

Containing 317 square feet (0.007 Acres), more or less.

Prepared by: 
Date: 11-2-04
Marla Mellon, PLS
For and on behalf of Carter & Burgess, Inc.





10/28/2004 8:47:19 AM
 C:\Users\Burgess\Documents\Projects\040810\040810.dwg

CARTER & BURGESS PROJECT NO.	071514
CLIENT PROJECT NO.	-
REVISION DESCRIPTION	
OWNER	DATE 10-27-04 SCALE 1"=500'

Carter & Burgess

707 17th Street, Suite 2300, Denver CO 80202
 (303) 440-4400 Fax (303) 440-4402

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**RIVERSIDE PARKWAY
 GRAND JUNCTION
 COLORADO**

TITLE:
**EXHIBIT
 UPRR #15 (PE A-61)**

REVISION:	DRAWING NO. PeA-61.DWG	SHEET NO. 1 OF 1
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Carter-BurgessOctober 28, 2004
071514.402.1.0025707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.c.b.com**PARCEL UPRR #16 (PE A-6J)**
Property Description

A parcel of land lying in the Southeast Quarter of Section 9, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian (a found 2 1/2" Brass Cap "MESA COUNTY SURVEY MARKER LS illegible" in concrete), whence the witness monument to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 10 (found an Aluminum Cap "1/16 45.0 2003 LS17465") bears N89°56'54"E (Basis of Bearing-assumed) a distance of 1274.54 feet;

THENCE N56°47'34"W a distance of 2024.77 feet to the POINT OF BEGINNING;

THENCE N56°34'33"W a distance of 11.28 feet;

THENCE N37°14'35"E a distance of 27.17 feet;

THENCE S57°00'44"E a distance of 11.28 feet;

THENCE S37°14'35"W a distance of 27.26 feet to the POINT OF BEGINNING.

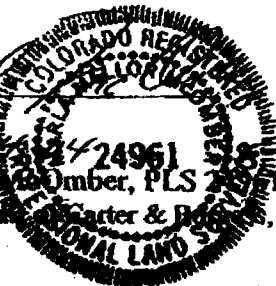
Containing 306 square feet (0.007 Acres), more or less.

Prepared by:

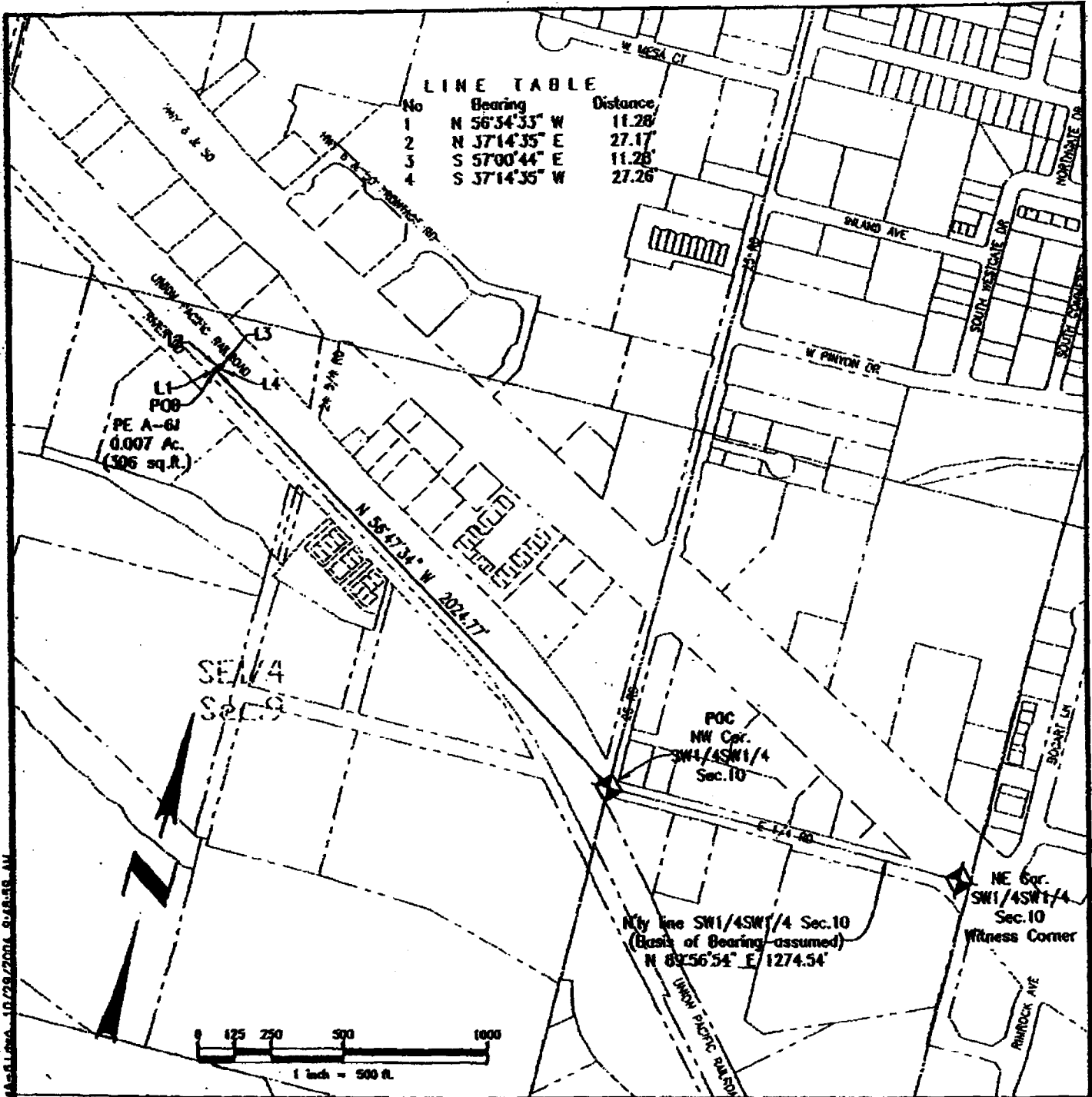
Date: 11-06-04

Marla Mellor

For and on behalf of



Carter & Burgess, Inc.



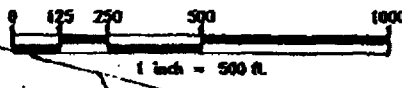
No	Bearing	Distance
1	N 56°34'33" W	11.28'
2	N 37°14'35" E	27.17'
3	S 57°00'44" E	11.28'
4	S 37°14'35" W	27.26'

L1
POB
PE A-6J
0.007 Ac.
(306 sq.R.)

POC
NW Cor.
SW1/4SW1/4
Sec.10

NE Cor.
SW1/4SW1/4
Sec.10
Witness Corner

N by line SW1/4SW1/4 Sec.10
(Basis of Bearing assumed)
N 89°56'54" E 1274.54'



CARTER & BURGESS PROJECT NO. 071514

CLIENT PROJECT NO. _____

REVISION DESCRIPTION

DRAWN: jcm DATE 10-27-04 SCALE 1"=500'

Carter & Burgess

707 17th Street, Suite 2300, Denver CO 80202
303 733-8888 fax 303 733-8887

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RIVERSIDE PARKWAY
GRAND JUNCTION
COLORADO

FILE: EXHIBIT
UPRR #16 (PE A-6J)

REVISION:	DRAWING NO. PeA-6J.DWG	SHEET NO. 1 OF 1
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L:\31313-RIVERSIDE\DWG\EXHIBIT A-16.dwg 10/29/2004 9:48:18 AM

Carter Burgess

October 28, 2004
071514.402.1.0025

707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.c-b.com

PARCEL UPRR #17 (PE A-6K)

Property Description

A parcel of land lying in the Southeast Quarter of Section 9, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian (a found 2 1/2" Brass Cap "MESA COUNTY SURVBY MARKER LS illegible" in concrete), whence the witness monument to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 10 (found an Aluminum Cap "1/16 45.0 2003 LS17465") bears N89°56'54"E (Basis of Bearing-assumed) a distance of 1274.54 feet;

THENCE N56°44'48"W a distance of 1463.34 feet to the POINT OF BEGINNING;

THENCE N57°33'33"W a distance of 11.26 feet;

THENCE N34°24'31"E a distance of 29.96 feet;

THENCE S57°16'09"E a distance of 11.25 feet;

THENCE S34°24'31"W a distance of 29.90 feet to the POINT OF BEGINNING.

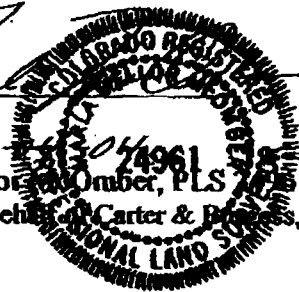
Containing 337 square feet (0.008 Acres), more or less.

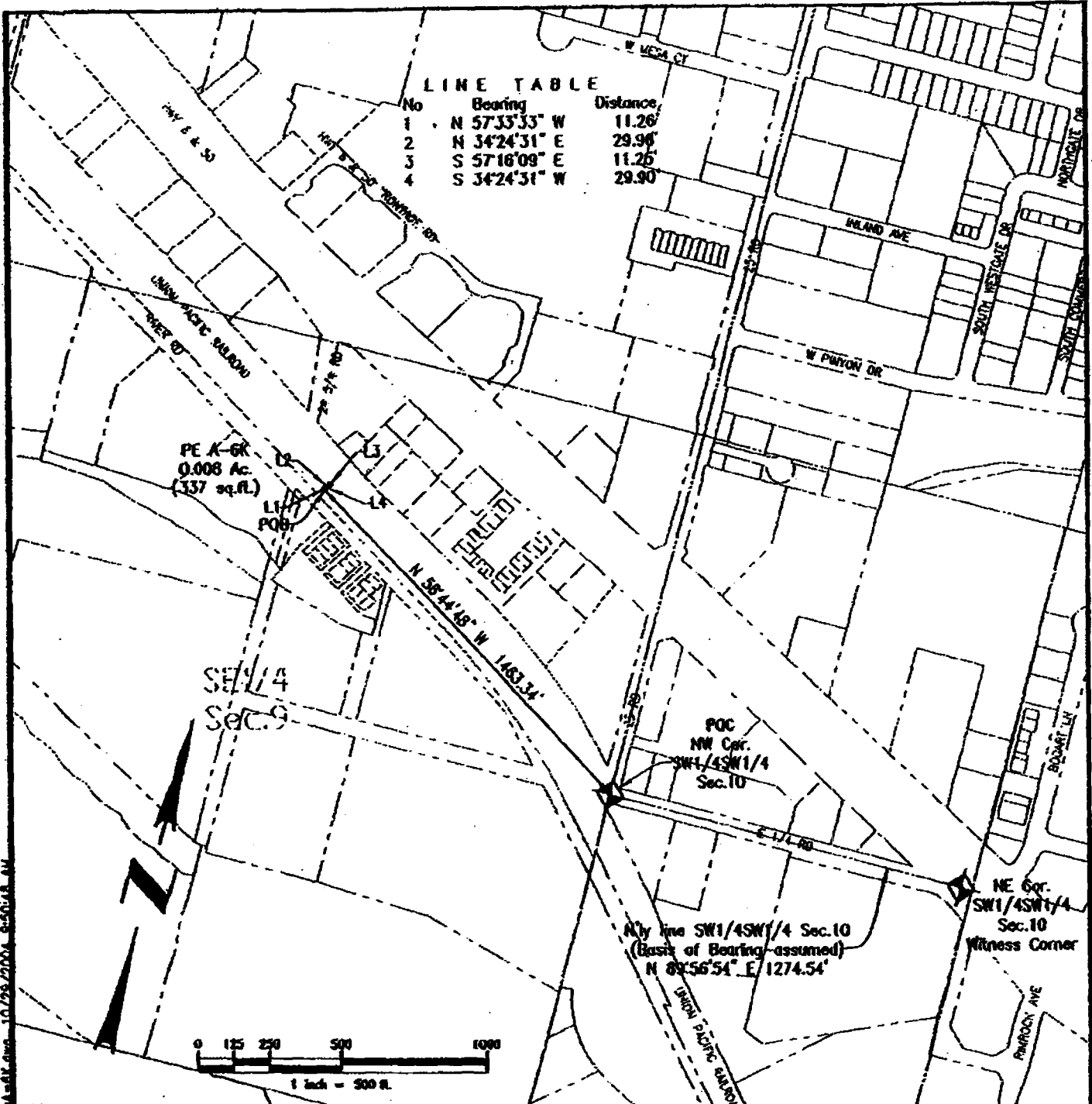
Prepared by:

Date: 11-13-04

Marla Mellor, Surveyor, PLS

For and on behalf of Carter & Burgess, Inc.





07/15/14 Riverside Parkway Exhibit A.dwg 10/29/2004 9:50:18 AM

CARTER & BURGESS PROJECT NO.		071514
CLIENT PROJECT NO.		
REVISION DESCRIPTION		
OWNER	DATE	SCALE
Jan	10-27-04	1"=500'
Carter & Burgess		
707 17th Street, Suite 2300, Denver CO 80202		
(303) 442-4444		
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RIVERSIDE PARKWAY GRAND JUNCTION COLORADO		
RULES:		
EXHIBIT UPRR #17 (PE A-6K)		
REVISION:	DRAWING NO.	SHEET NO.
	PeA-6K.DWG	1 OF 1

Carter-Burgess

October 28, 2004
071514.402.1.0025

707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.c-b.com

PARCEL UPRR #19 (PE A-6M)

Property Description

A parcel of land lying in the Southwest Quarter of the Southwest Quarter of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Northwest corner of said Southwest Quarter of the Southwest Quarter of Section 10 (a found 2 1/2" Brass Cap "MESA COUNTY SURVEY MARKER LS illegible" in concrete), whence the witness monument to the Northeast corner of said Southwest Quarter of the Southwest Quarter of Section 10 (found an Aluminum Cap "1/16 45.0 2003 LS17465") bears N89°56'54"E (Basis of Bearing-assumed) a distance of 1274.54 feet;

THENCE S30°22'46"E a distance of 703.35 feet to the POINT OF BEGINNING;

THENCE S82°37'07"E a distance of 39.46 feet;

THENCE S08°53'21"W a distance of 11.00 feet;

THENCE N82°37'07"W a distance of 27.61 feet;

THENCE N39°03'06"W a distance of 15.96 feet to the POINT OF BEGINNING.

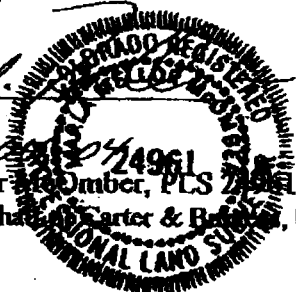
Containing 369 square feet (0.008 Acres), more or less.

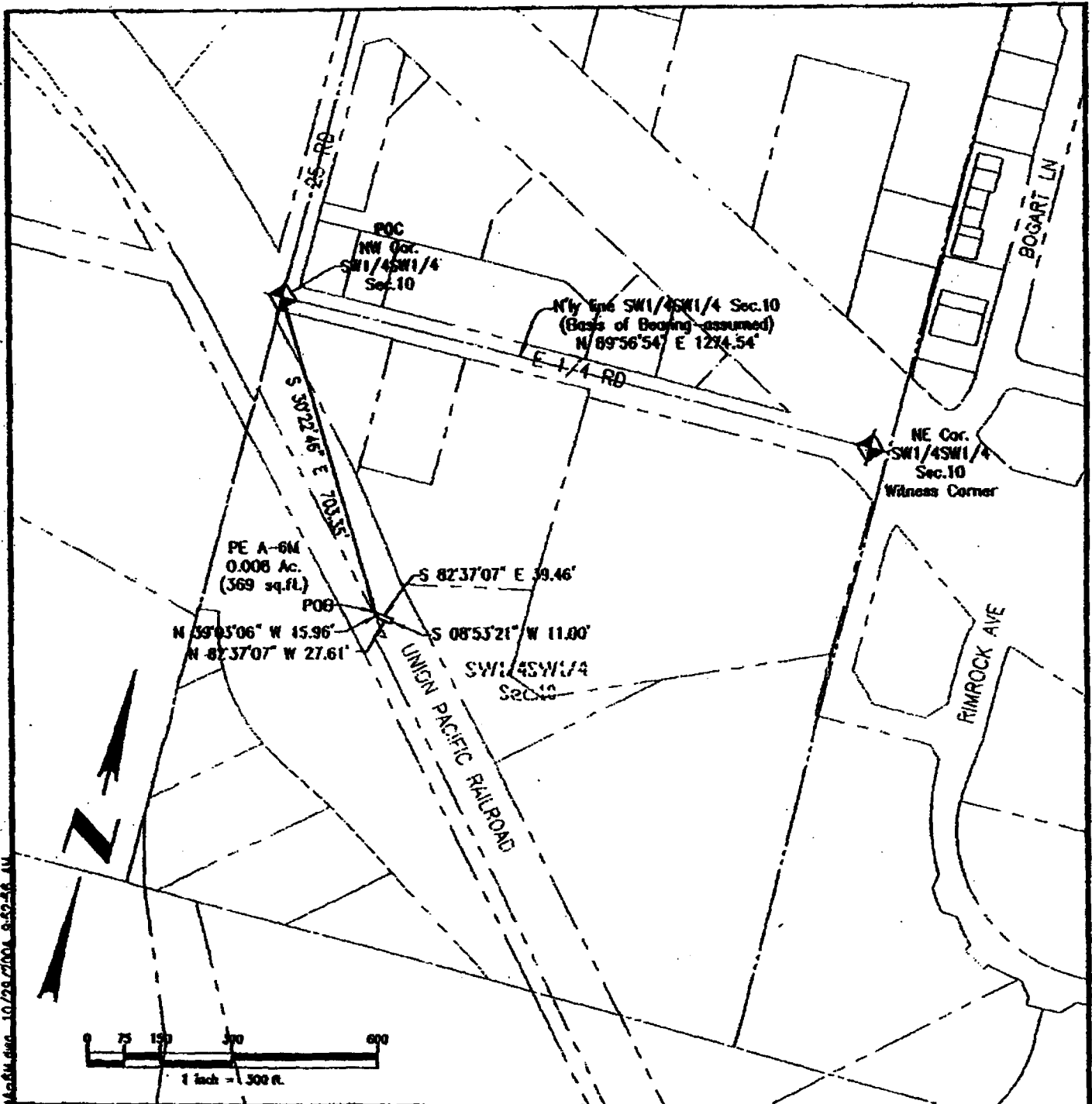
Prepared by:

Date:

Marla Mellor, PLS

For and on behalf of Carter & Burgess, Inc.





171114 - Riverside Park, S:\Projects\10129\10129_001_0001.dwg

CARTER & BURGESS PROJECT NO.		071514
CLIENT PROJECT NO.		-
REVISION DESCRIPTION		
DRAWN	Jan	DATE 10-27-04 SCALE 1"=300'
Carter & Burgess		
707 17th Street, Suite 2300, Denver CO 80202 (303) 441-6610 Fax (303) 441-6612		
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RIVERSIDE PARKWAY GRAND JUNCTION COLORADO		
EXHIBIT UPRR #19 (PE A-6M)		
REVISION:	DRAWING NO. PeA-6M.DWG	SHEET NO. 1 OF 1

Carter Burgess

October 22, 2004
070545.500.1.0100

707 17th Street, Suite 2300
Denver, Colorado 80202-1404
Phone: 303.820.5240
Fax: 303.820.2402
www.cb.com

PARCEL UPRR #20 (PE C-10A)
Property Description

A parcel of land lying in the Southwest Quarter of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, Colorado being more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 10 (a found 2 1/2" Brass Cap "MESA COUNTY SURVEY MARKER LS Illegible" in concrete), whence the witness monument to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 10 (a found Aluminum Cap "1/16 45.0 2003 LS17465") bears N89°56'54"E (Basis of Bearing-assumed) a distance of 1274.54 feet;

THENCE S33°35'53"E a distance of 1217.77 feet to the POINT OF BEGINNING;

THENCE N47°30'53"E a distance of 16.30 feet;

THENCE S40°23'22"E a distance of 11.01 feet;

THENCE S47°30'53"W a distance of 16.23 feet;

THENCE N40°44'11"W along the existing northerly right-of-way line of River Road as recorded in Book 24 at Page 132, Mesa County Clerk and Recorder's Office, a distance of 11.01 feet to the POINT OF BEGINNING.

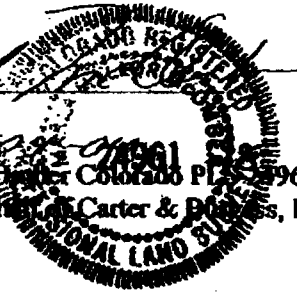
Containing 179 square feet (0.004 Acres), more or less.

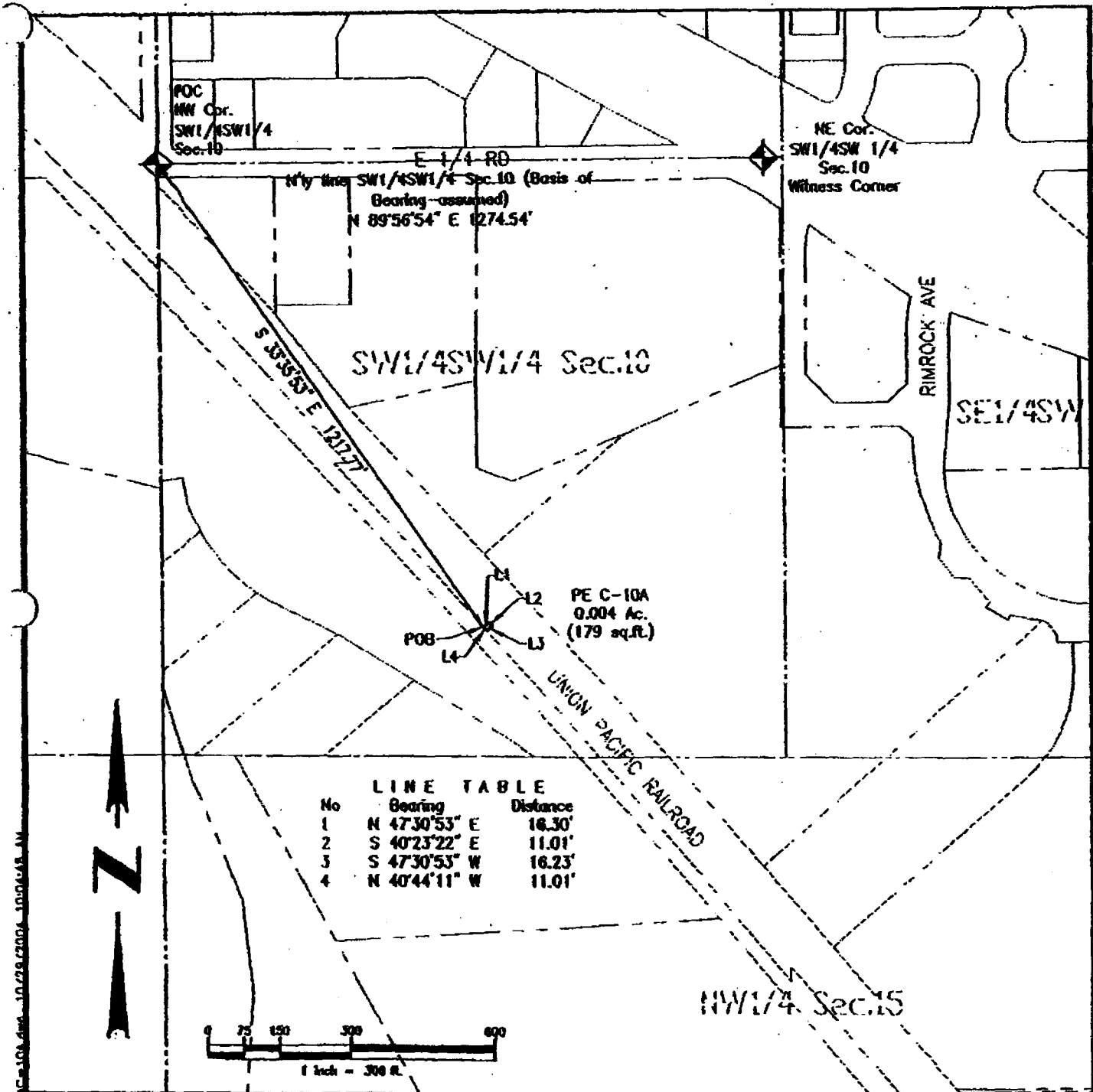
Prepared by:

Date:

Marla M. McCarter Colorado PLS #1961

For and on behalf of Carter & Burgess, Inc.





P:\313\31301\31301A.DWG 10/28/2004 10:06:48 AM

CARTER & BURGESS PROJECT NO.		071514
CLIENT PROJECT NO.		
REVISION DESCRIPTION		
DRAWN	DATE	SCALE
john	10-28-04	1"=300'
Carter & Burgess		
707 17th Street, Suite 2300, Denver CO 80202 303 499-4400 Fax 303 499-4404		
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RIVERSIDE PARKWAY GRAND JUNCTION COLORADO		
EXHIBIT UPRR #20 (PE C-10A)		
REVISION:	DRAWING NO.	SHEET NO.
	PeC-10A.DWG	1 OF 1

Carter-Burgess

October 22, 2004
070545.500.1.0100

707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.c-b.com

PARCEL UPRR #21 (PE C-10B)
Property Description

A parcel of land lying in the Northwest Quarter of Section 15, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, Colorado being more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, (a found 2 1/4" Brass Cap "MESA COUNTY SURVEY MARKER LS Illegible" in concrete), whence the witness monument to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 10 (a found Aluminum Cap "1/16 45.0 2003 LS(7465)") bears N89°56'54"E (Basis of Bearing-assumed) a distance of 1274.54 feet;

THENCE S38°05'55"E a distance of 2773.54 feet to the POINT OF BEGINNING;

THENCE N49°36'50"E a distance of 27.10 feet;

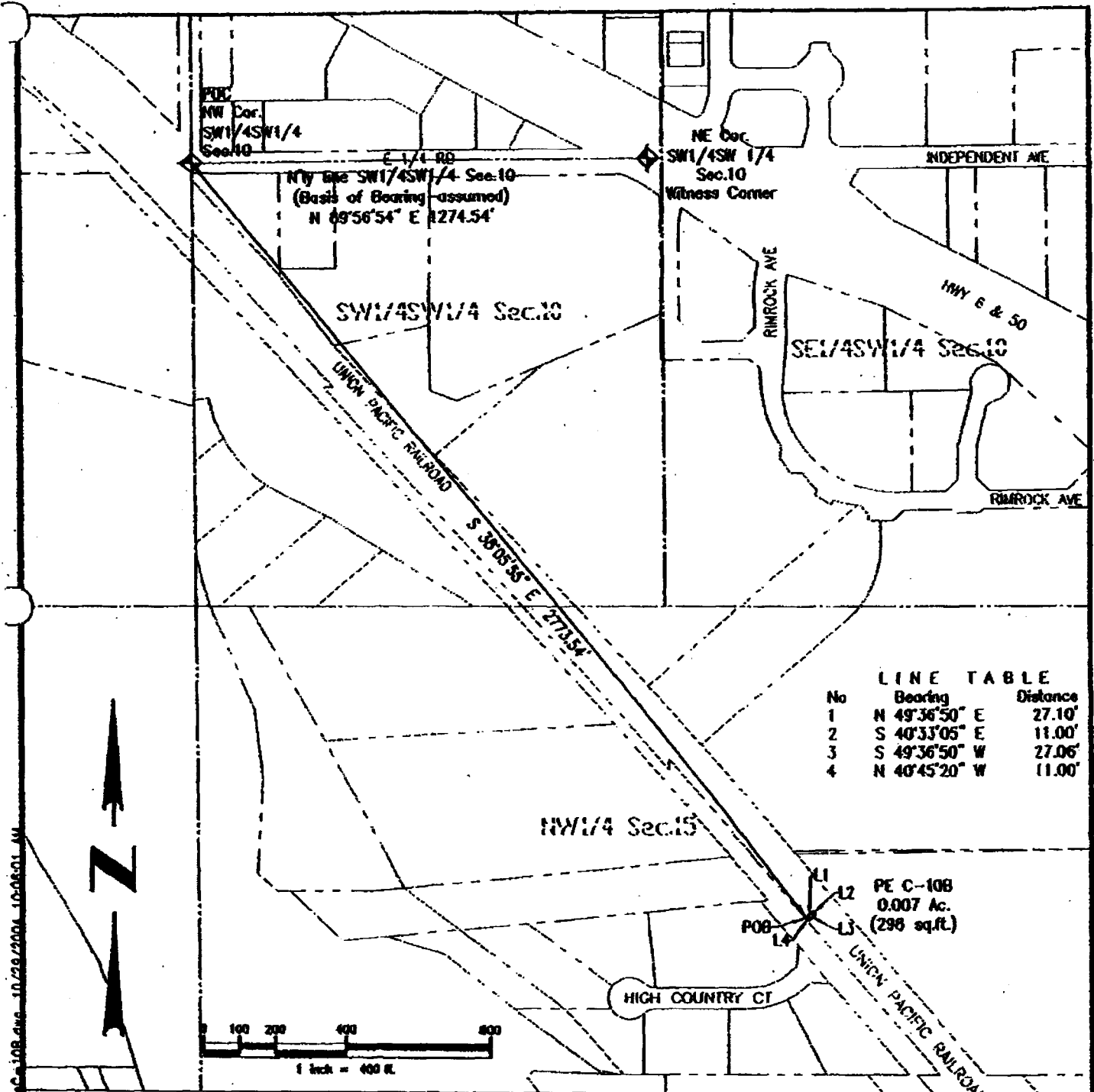
THENCE S40°33'05"E a distance of 11.00 feet;

THENCE S49°36'50"W a distance of 27.06 feet;

THENCE N40°45'20"W a distance of 11.00 feet to the POINT OF BEGINNING.

Containing 298 square feet (0.007 Acres), more or less.

Marla M. McQuinn
Prepared by:
Date: 11-03-04 24961
Marla M. McQuinn, Colorado P.L.L.C. 24961
For and on behalf of: [Circular Stamp: REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF COLORADO, No. 24961, Exp. 12/31/05] Carter-Burgess, Inc.



C:\1514\B\wgs\1514\Exhibit\PE C-108.dwg 10/29/2004 10:08:01 AM

CARTER & BURGESS PROJECT NO. 071514
 CLIENT PROJECT NO. -
 REVISION DESCRIPTION
 OWNER JRM DATE 10-28-04 SCALE 1"=400'

Carter & Burgess
 707 17th Street, Suite 2300, Denver CO 80202
 (303) 733-4444 Fax (303) 733-4444

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RIVERSIDE PARKWAY
 GRAND JUNCTION
 COLORADO

TITLE: EXHIBIT
 UPRR #21 (PE C-108)

REVISION: 0 DRAWING NO. PE C-108.DWG SHEET NO. 1 OF 1



707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.cb.com

October 22, 2004
071514.402.1.0025

PARCEL UPRR #22 (PB C-11A)
Property Description

A portion of the Northwest Quarter of Section 15, Township 1 South, Range 1 West of the Ute Principal Meridian, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 15, (a 2 1/2" aluminum cap stamped "MESA COUNTY SURVEY MARKER C1/4-S15-LS 32824-2003"), whence the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 15, (a brass cap stamped "E 1/16-S15-543-2280") bears N89°39'43"E (Basis of Bearing - assumed) a distance of 1323.38 feet;

THENCE N22°26'36"W a distance of 1402.00 feet to the POINT OF BEGINNING;

THENCE along the arc of a curve to the left, having a radius of 4040.50 feet, a distance of 11.53 feet (the chord of said arc bears N34°51'37"W a distance of 11.53 feet);

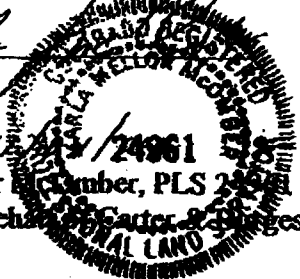
THENCE N50°41'22"E non-tangent with the last described curve, a distance of 21.22 feet;

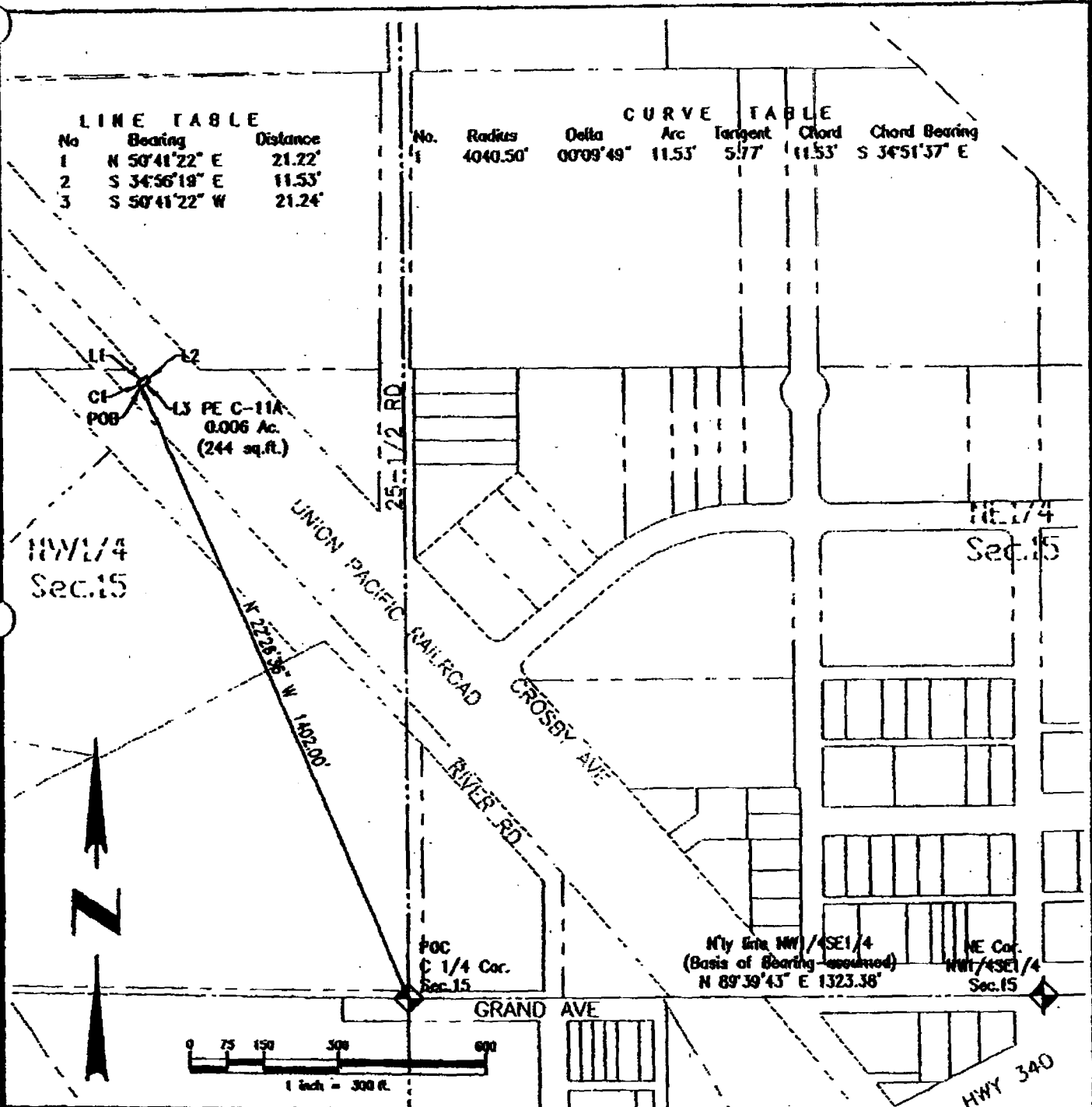
THENCE S34°56'19"E a distance of 11.53 feet;

THENCE S50°41'22"W a distance of 21.24 feet to the POINT OF BEGINNING.

Containing 0.006 acres (244 square feet) more or less.

Maia Mellor
Prepared by: _____
Date: 10/23/2004
Maia Mellor, Registered Professional Land Surveyor, PLS 24961
For and on behalf of Carter & Burgess, Inc.





CARTER & BURGESS PROJECT NO. 071514

CLIENT PROJECT NO. -

REVISION DESCRIPTION

DRAWN jam DATE 10-28-04 SCALE 1"=300'

Carter & Burgess

707 17th Street, Suite 2300, Denver CO 80202

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RIVERSIDE PARKWAY
GRAND JUNCTION
COLORADO

FILE: EXHIBIT
UPRR #22 (PE C-11A)

REVISION: DRAWING NO. PeC-11A.DWG SHEET NO. 1 OF 1



707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.c-b.com

October 22, 2004
071514.402.1.0025

PARCEL UPRR #23 (PE C-11B)
Property Description

A portion of the Northwest Quarter of Section 15, Township 1 South, Range 1 West of the Ute Principal Meridian, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 15, (a 2 1/2" aluminum cap stamped "MESA COUNTY SURVEY MARKER C1/4-S15-LS 32824-2003"), whence the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 15, (a brass cap stamped "E 1/16-S15-543-2280") bears N89°39'43"E (Basis of Bearing - assumed) a distance of 1323.38 feet;

THENCE N20°39'56"W a distance of N20°39'56"W feet to the POINT OF BEGINNING;

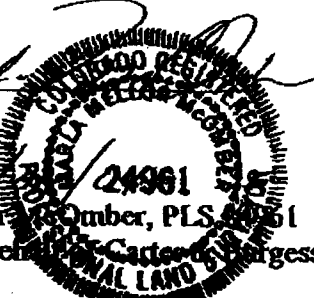
THENCE N34°32'03"W a distance of 11.50;

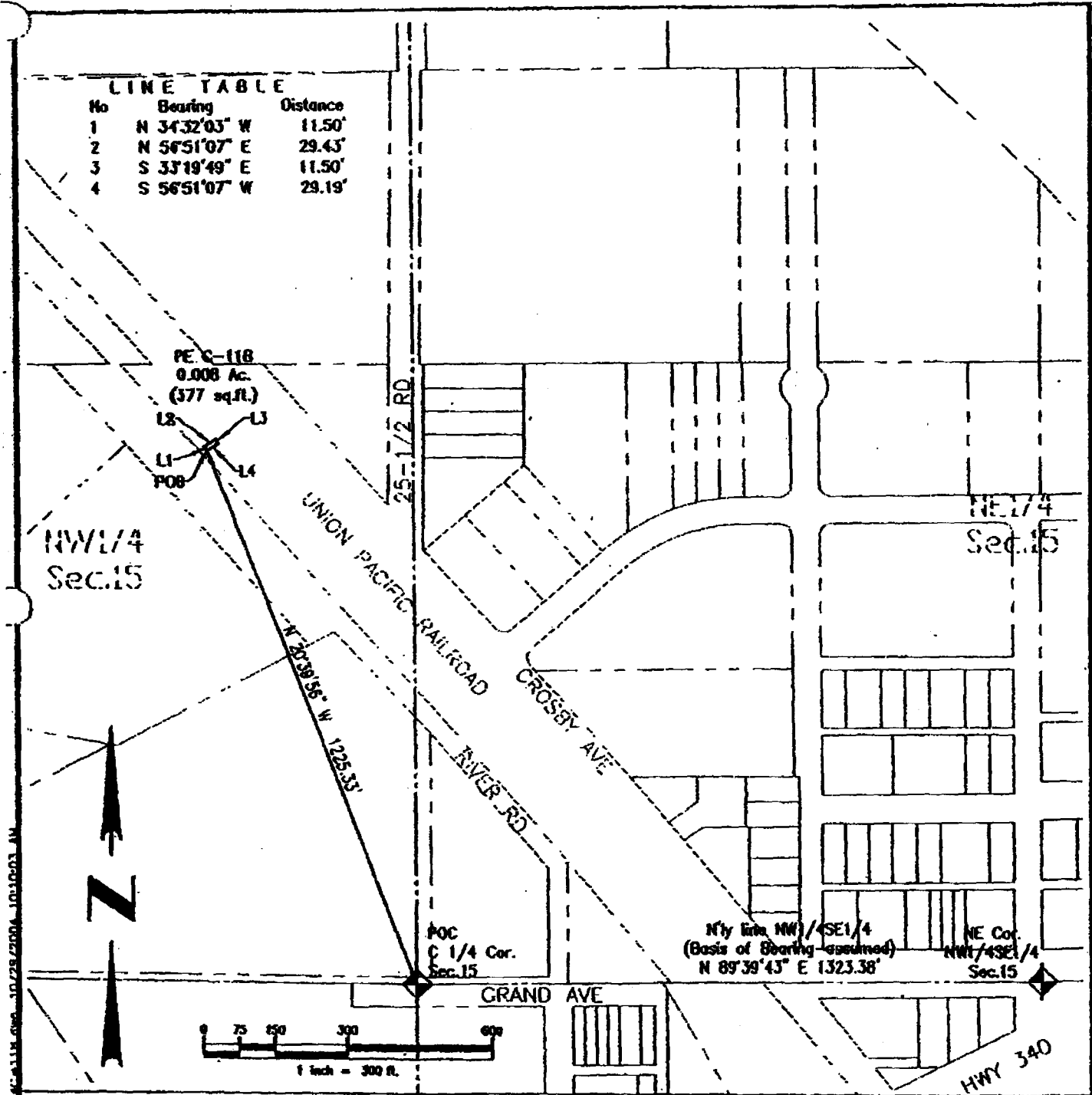
THENCE N56°51'07"E a distance of 29.43 feet;

THENCE S33°19'49"E a distance of 11.50 feet;

THENCE S56°51'07"W a distance of 29.19 feet to the POINT OF BEGINNING.

Containing 0.008 acres (377 square feet), more or less.

Marla Mellor
Prepared by: 
Date: 11/18/04
Marla Mellor, Engineer, PLS. #24961
For and on behalf of Carter & Burgess, Inc.



CARTER & BURGESS PROJECT NO. 071514

CLIENT PROJECT NO. -

REVISION DESCRIPTION

DATE	10-28-04	SCALE	1"=300'
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Carter-Burgess

707 17th Street, Suite 2300, Denver CO 80202
(303) 444-4444 Fax: (303) 444-4444

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RIVERSIDE PARKWAY
GRAND JUNCTION
COLORADO

FILE:

EXHIBIT
UPRR #23 (PE C-118)

REVISION:	DRAWING NO. PeC-118.DWG	SHEET NO. 1 OF 1
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Carter Burgess

707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.c-b.com

October 26, 2004
071514.402.L.0025

PARCEL UPRR #24 (PE C-11C)
Property Description

A portion of the Northeast Quarter of Section 15, Township 1 South, Range 1 West of the Ute Principal Meridian, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 15, (a 2 1/2" aluminum cap stamped "MESA COUNTY SURVEY MARKER C1/4-S15-LS 32824-2003"), whence the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 15, (a brass cap stamped "E 1/16-S15-543-2280") bears N89°39'43"E (Basis of Bearing -- assumed) a distance of 1323.38 feet;

THENCE N51°32'12"E a distance of 408.46 feet to the POINT OF BEGINNING;

THENCE N40°44'11"W along the existing northerly right-of-way line of River Road as recorded in Book 421 at Page 389, Mesa County Clerk and Recorder's Office, a distance of 13.00 feet;

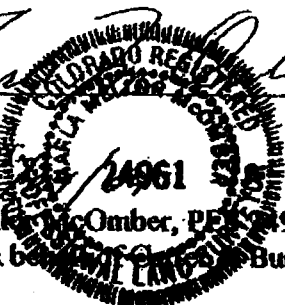
THENCE N49°23'15"E a distance of 14.51 feet;

THENCE S40°33'05"E a distance of 13.00 feet;

THENCE S49°23'15"W a distance of 14.46 feet to the POINT OF BEGINNING.

Containing 0.004 acres (188 square feet), more or less.

Marla Melker McOmber
Prepared by *Marla Melker McOmber*
Date: *10/26/04*
Marla Melker McOmber, PE #24961
For and on behalf of Carter Burgess, Inc.





707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.c-b.com

October 26, 2004
071514.402.L.0025

PARCEL UPRR #25 (PE D-5A)
Property Description

A portion of the Southeast Quarter of Section 15, Township 1 South, Range 1 West of the Ute Principal Meridian, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 15, (a 2 1/2" aluminum cap stamped "MESA COUNTY SURVEY MARKER C1/4-S15-LS 32824-2003"), whence the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 15, (a brass cap stamped "E 1/16-S15-543-2280") bears N89°39'43"E (Basis of Bearing -- assumed) a distance of 1323.38 feet;
THENCE S52°17'49"E a distance of 1698.13 feet to the POINT OF BEGINNING;

THENCE N72°41'57"E a distance of 25.21 feet;
THENCE S21°52'38"E a distance of 12.04 feet;
THENCE S72°41'57"W a distance of 22.95 feet;
THENCE N32°20'20"W a distance of 12.43 feet to the POINT OF BEGINNING.

Containing 0.007 acres (289 square feet), more or less.

Marla Mellor
Prepared by:
Date: 11/02/04
Marla Mellor, Registered Professional Land Surveyor, PLS 24961
For and on behalf of Carter & Burgess, Inc.

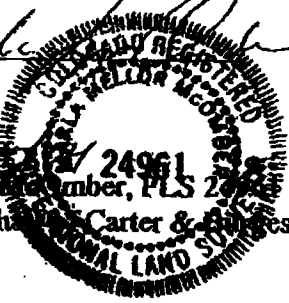


EXHIBIT B

CONTRACTOR'S

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____

_____ (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision] [Branch] located at or near Grand Junction, in Mesa County, State of Colorado, which work is the subject of an Easement Deed and Agreement (Drainage) dated _____, 2005 between Railroad and City of Grand Junction, Colorado.

Railroad will permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS A, B AND C.

The terms and conditions contained in Exhibit A, Exhibit B and Exhibit C, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of Exhibit A. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 6 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in Exhibit B of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____

ARTICLE 7 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the reasonable and lawful instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. To the extent authorized by law, Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 8 - ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad _____ Dollars (\$) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: *Luz K Love*
Title GENERAL MANAGER-REAL ESTATE

(Name of Contractor)

By: *[Signature]*
Title: City Manager

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of centerline of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain,

repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall, to the extent authorized by law, indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in Exhibit C, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of Exhibit C to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by law, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.

EXHIBIT B
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Provisions For
Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from the Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. **Commercial General Liability** insurance. This insurance shall contain a single limit of at least \$5,000,000 each occurrence or claim and an aggregate limit of at least \$10,000,000 and include broad form contractual liability coverage. Coverage must be purchased on a post 1998 ISO or equivalent form, including but not limited to coverage for the following:

- Bodily injury including death and personal injury
- Property damage
- Fire legal liability (Not less than the replacement value of the portion of the premises occupied)
- Products and completed operations

The policy shall also contain the following endorsements which shall be indicated on the certificate of insurance:

- The workers compensation and employee related exclusions in the above policy apply only to employees of the Contractor.
- The exclusions for railroads (except where the Job site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.
- Coverage for Contractor's (and Railroad's) employees shall not be excluded
- Waiver of subrogation

If the Contractor will be using, storing and/or handling hazardous materials, the Contractor, in addition to the other endorsements to be obtained by the Contractor as provided in this exhibit, must also ensure that the Commercial General Liability Insurance policy contains a Designated Premises Pollution Coverage (CG00-39) endorsement. Evidence of the endorsement must also be indicated on the certificate of insurance that is provided to the Railroad.

M. Self-Insurance. Contractor is self-insured up to \$150,000 per claim with excess coverage through Lloyd's of London pursuant to its membership in the CIRSA pool. Contractor avails itself of the protection of the Governmental Immunity Act (C.R.S. 24-10-101 et seq.) The law limits liability to up to \$150,000 per person and up to \$600,000 per occurrence, based on current statutory limits. So long as Contractor is insured through CIRSA or an equivalent organization, Contractor shall have no obligation to purchase public liability insurance or other coverage for protection against liability for damage claims.

EXHIBIT C
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I Clothing

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers
- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
-

(iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations - 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet from centerline of any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

- D. All employees comply with the following safety procedures when working around any railroad track:
- (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

Contractor's Right of Entry - 05/23/03
Form Approved - AVP Law

Folder No. _____

EXHIBIT D
TO
CONTRACTORS RIGHT OF ENTRY AGREEMENT

If a print of the right of entry area to be used by Contractor is available, it should be marked Exhibit D and attached here as part of the Agreement.