

DRG78PIP

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT (REVOCABLE PERMIT)**

NAME OF CONTRACTOR: DENVER AND RIO GRANDE WESTERN
RAILROAD COMPANY

SUBJECT/PROJECT: 20" ASBESTOS CEMENT WATER PIPELINE
CROSSING THE RIGHT-OF-WAY AND BENEATH TRACKAGE OF THE
RAILROAD COMPANY'S MAIN LINE OPPOSITE MILE POST 444 + 3774
FEET - 11/24/78

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1978

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1-15-79
until signatures are affixed and copy returned

PIPE LINE CROSSING AGREEMENT

THIS AGREEMENT, Made and entered into this 24th day of November, 19 78, by and between THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a corporation of the State of Delaware (hereinafter called "Railroad Company"), party of the first part, and CITY OF GRAND JUNCTION, a municipal corporation of the State of Colorado, 250 North Fifth Street, Grand Junction, Colorado 81501 (hereinafter called "Licensee"), party of the second part,

WITNESSETH:

Section 1. The Railroad Company, for and in consideration of the covenants and agreements herein set out, to be by Licensee kept, observed and performed, hereby licenses and permits the Licensee, subject to the terms and conditions hereinafter stated, to construct and thereafter to maintain and operate the pipe line or pipe lines hereinafter described (hereinafter called "Pipe Line") upon or along or across the right of way and under the track or tracks of the Railroad Company as herein specified, to-wit:

A 20-inch diameter asbestos cement water pipeline encased in 71 feet of 28-inch steel pipe crossing the Right of Way and beneath trackage of the Railroad Company's main line opposite Mile Post 444 plus 3774 feet, at Grand Junction, Mesa County, Colorado, as shown on the attached drawing, number G-285.

12-14-78
E. W. Webster
Engineer

The foregoing License is subject and subordinate to the prior and continuing right and obligation of the Railroad Company to use and maintain its entire Railroad right of way in the performance of its public duty as a common carrier, and is also subject to the right and power of the Railroad Company to construct, maintain, repair, renew, use, operate, change, modify or relocate additional railroad tracks, telegraph, telephone, signal or other wire lines, pipe lines, and other facilities, structures or improvements upon, along or across any or all parts of said right of way and said Pipe Line, all or any of which may be freely done at any time or times by the Railroad Company, without liability to the Licensee or any other party for compensation or damages. In the event the Railroad Company elects to construct additional railroad tracks, structures or improvements upon its right of way and over and/or across said Pipe Line, the Licensee shall, upon notice of such election, extend said Pipe Line according to such plans and specifications as the Railroad Company may prescribe.

The foregoing License is also subject to all outstanding superior rights (including those in favor of telegraph and telephone companies, lessees of said right of way and others) and the right of the Railroad Company to renew and extend the same.

Section 2. The Licensee agrees to use the Pipe Line for the following purposes and for no other, to-wit:

Conveyance of culinary water

Section 3. The Licensee agrees to pay to the Railroad Company, in advance, the sum of \$ 200.00 as consideration for the License herein granted.

Section 4. The Pipe Line shall be constructed, operated, maintained, repaired, extended, renewed and/or reconstructed by the Licensee in strict conformity with specifications prescribed by the Chief Engineer of the Railroad Company and in such manner and according to such plans as said Chief Engineer may deem best for the safety and proper protection of the tracks, roadbed and premises of the Railroad Company.

The Licensee shall keep and maintain the soil over the Pipe Line thoroughly compacted and the grade even with the adjacent surface of the ground.

All work performed on said right of way in connection with the construction, maintenance, repair, extension, renewal or reconstruction of the Pipe Line shall be done under the supervision and to the satisfaction of the Railroad Company.

If the Railroad Company shall elect to construct said Pipe Line or a portion thereof, and shall so notify the Licensee, the Licensee agrees to pay the Railroad Company, in advance, such sum of money estimated to be \$.....~~NONE~~....., as shall be necessary to construct such portion or all of said Pipe Line, including the cost of all necessary material and the transportation thereof and the cost of all labor and superintendence. If the amount to be advanced by the Licensee as herein provided should be in excess of the amount required, the excess shall be returned to the Licensee; if such amount should not be sufficient to cover the expense of work done by the Railroad Company, the Licensee shall pay such additional amount to the Railroad Company on demand.

Prior to the commencement of any work by the Licensee in connection with the construction, maintenance, repair, extension, renewal or reconstruction of the Pipe Line where it passes underneath the roadbed and tracks of the Railroad Company, the Licensee shall submit to the Railroad Company plans setting out the method and manner of handling the work, and shall not proceed with the work until such plans shall have been approved by the Chief Engineer of the Railroad Company, and then only under the supervision of said Chief Engineer, or his authorized representative. The Railroad Company shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its said track or tracks during the time of construction, maintenance, repair, extension, renewal or reconstruction of the Pipe Line, and in the event the Railroad Company provides such support, the Licensee shall pay to the Railroad Company, within 15 days after bills shall have been rendered therefor, all expense incurred by the Railroad Company in connection therewith, which said expense shall include all assignable costs plus 10 percent (10%) to cover elements of expense not capable of exact ascertainment.

Section 5. The Licensee shall notify the Railroad Company at least 48 hours in advance of the commencement of any work upon said right of way in connection with the construction, maintenance, repair, extension, renewal or reconstruction of the Pipe Line except in cases of emergency when work is necessary to avert loss or damage to the property of the Railroad Company.

Section 6. The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal, and any and all modification, revision, extension, relocation, removal or reconstruction of the Pipe Line, including any and all expense which may be incurred by the Railroad Company in connection therewith for supervision or inspection, or otherwise.

Section 7. The Railroad Company, however, shall have the right, if it so elects, though it shall be under no obligation whatsoever to do so, to make necessary or proper repairs, or to reconstruct said Pipe Line, notwithstanding the obligation of the Licensee to maintain, repair and reconstruct, and, in the event the Railroad Company at any time elects to repair or reconstruct said Pipe Line, the Licensee shall, upon presentation of estimate, advance such sum of money as the Chief Engineer of the Railroad Company may deem necessary for such repair or reconstruction, or, upon bill being rendered for work already done, the Licensee shall reimburse the Railroad Company for the cost of such repair or reconstruction.

The optional right of the Railroad Company at any time to make repairs or to reconstruct said Pipe Line, shall in no manner or degree relieve the Licensee from responsibility to the Railroad Company or other persons or corporations for the failure of the Licensee to properly maintain or reconstruct said Pipe Line or any structure which the Licensee agrees hereunder to maintain and reconstruct.

Section 8. The Licensee shall, at its sole expense, make any and all modifications or changes in the Pipe Line, or move all or any part thereof to such new location as may be required by the Railroad Company at any time, in connection with the construction, maintenance, repair, renewal, use, operation, change, modification or relocation of railroad tracks, telegraph, telephone, signal or other pole and wire lines, pipe lines and other facilities, structures or improvements of the Railroad Company, upon said right of way.

All the terms, conditions, and stipulations of this agreement, with reference to the construction, maintenance, repair and renewal of the Pipe Line on said right of way, in the location hereinbefore described, shall apply to the Pipe Line as modified, changed or relocated within the contemplation of this section.

Section 9. The Pipe Line shall be constructed and, at all times maintained, repaired, extended, renewed and operated, in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and premises of the Railroad Company, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 10. Licensee shall fully pay for all materials, joined or affixed to, and labor performed upon, said right of way in connection with the construction, maintenance, repair, extension, renewal or reconstruction of the Pipe Line, and shall not permit or suffer any mechanics' or materialmen's liens of any kind or nature to be enforced against said right of way for any work done or materials furnished thereon, at the instance or request, or on behalf of the Licensee, and the Licensee shall indemnify and hold harmless the Railroad Company from and against any and all liens, claims, demands, costs and expenses of whatsoever nature, in any way connected with or growing out of such work done, labor performed, or materials furnished.

The Licensee shall promptly pay or discharge all taxes, rates, charges and assessments levied upon, in respect to, or on account of the Pipe Line so as to prevent the same becoming a charge or lien upon said right of way, or any other property of the Railroad Company, and so that the taxes, charges and assessments levied upon or in respect to

Nothing in this section contained shall obligate the Licensee to remove the Pipe Line because of the termination of this License under the provisions of Section 12 hereof, in cases where the Licensee shall have made arrangements for the continuation of the Pipe Line with the grantee or grantees of the Railroad Company.

Section 17. The waiver by the Railroad Company of the breach of any condition, covenant or agreement herein contained, to be kept, observed and performed by the Licensee, shall in no way impair the right of the Railroad Company to avail itself of any subsequent breach thereof.

Section 18. The Licensee shall not sublet, in whole or in part, the License herein granted, and shall not assign this agreement without the written consent of the Railroad Company, and it is agreed that any transfer or assignment, or attempted transfer or assignment of this agreement, or any of the rights hereby granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void, and, at the option of the Railroad Company, shall terminate this agreement.

Section 19. This agreement shall take effect as of the.....day of....., 19....., and shall continue in full force and effect until terminated as herein provided.

Section 20. Subject to the provisions of Section 18 hereof, this agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

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

THE DENVER AND RIO GRANDE WESTERN
RAILROAD COMPANY

By.....
Chief Engineer

ATTEST:

Anna B. Eckhart, Clerk
City Clerk

CITY OF GRAND JUNCTION.....
Licensee
By *Harold Johnson*
Mayor

said right of way and other property of the Railroad Company shall not be increased because of the location, construction or maintenance of the Pipe Line, or any improvement, appliance or fixture connected therewith, placed upon said right of way, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the right of way, or other property of the Railroad Company, then the Licensee shall pay to the Railroad Company an equitable proportion of such taxes, determined by the value of Licensee's property upon said right of way as compared to the entire value of said right of way.

Section 11. In the event the Licensee shall take down any fence of the Railroad Company or in any manner move or disturb any of the other property of the Railroad Company in connection with the construction, maintenance, repair, extension, renewal or reconstruction of the Pipe Line, then and in that event the Licensee shall, as soon as possible, and at its sole expense, restore such fence and/or such other property to the same condition as it was in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and save harmless the Railroad Company from and against any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbing of any of the other property of the Railroad Company.

Section 12. In the event the Railroad Company shall dispose of any of its property upon which the Pipe Line is located, as herein provided, the Licensee or permit herein granted with respect to the portion of the Pipe Line located upon the property so disposed of, shall forthwith cease and determine.

Section 13. The Licensee shall indemnify and hold harmless the Railroad Company from and against any and all liability, loss, damage, claims, demands, cost and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever (including employees and passengers of the Railroad Company), or damage to or loss of or destruction of property whatsoever (including damage to the roadbed, tracks, equipment, or other property of the Railroad Company or property in its care or custody) whether such injury, death, loss, destruction or damage grows out of or arises from the bursting of or leaks in the Pipe Line, or the explosion or ignition of gas or oil carried therein, or escaping therefrom, or in any other way whatsoever is due to, or arises because of, the existence of the Pipe Line or the operation, construction, maintenance, repair, extension, renewal, modification, reconstruction, revision, relocation or removal of the Pipe Line, or any part thereof, or to the contents therein or therefrom. And the Licensee does hereby release the Railroad Company from all liability for damages on account of injury to the Pipe Line from any cause whatsoever.

Neither the right of supervision by the Railroad Company of the location, construction, maintenance, repair, extension, renewal, reconstruction or relocation of the Pipe Line, nor the exercise or failure to exercise said right, nor the approval or failure to disapprove by the Railroad Company of the location, construction, maintenance, repair, extension, renewal or reconstruction of said Pipe Line, nor the election of the Railroad Company to repair or reconstruct the whole or any part of said Pipe Line shall be deemed a waiver of the obligation of the Licensee contained in this section, or a release therefrom or from any other obligation of this contract resting upon said Licensee that is hereinbefore or hereinafter expressed or implied.

Section 14. For the further protection of the Railroad Company, the Licensee, before any work is begun, agrees to procure and maintain at Licensee's own expense, in a company acceptable to the Railroad Company, Comprehensive General Liability Insurance in minimum limits of \$.....500,000.....one person, \$.....1,000,000..... one accident for bodily injury, and \$.....500,000.....for property damage, which policy shall specifically insure the liability assumed by the Licensee under Sections 11 and 13 of this agreement. Licensee shall furnish the Railroad Company Certificates of Insurance, in duplicate, evidencing such insurance to be in full force and effect and that the same will not be cancelled without at least fifteen (15) days' advance written notice by Insurance Company to the Railroad Company's Insurance Department, P.O. Box 5482, Denver, Colorado 80217.

See Exhibit "A" attached hereto and hereby made a part hereof. Said insurance shall be maintained throughout the period of construction only of the facilities referred to in Section 1 hereof.

Section 15. Disuse of the Pipe Line continuing, at any time for a period of one year, shall constitute an abandonment thereof, and in the event of such an abandonment the Railroad Company may, at its option terminate this agreement.

If the Licensee shall fail to keep and perform all or any of the covenants and agreements herein contained, to be by it kept and performed, or if the Licensee shall fail to make any of the payments which it is obligated to make hereunder, and such default shall continue for a period of thirty (30) days after written notice from the Railroad Company to the Licensee, specifying such default, then the Railroad Company may, at its option, forthwith terminate this agreement.

Notwithstanding anything to the contrary herein contained, it is agreed that if at any time the maintenance and operation of said Pipe Line shall be inconsistent with the use by the Railroad Company of its right of way for railroad purposes, this License shall immediately cease, ipso facto.

Section 16. Within ninety (90) days after the termination of this agreement howsoever, the Licensee shall, at its sole expense, remove the Pipe Line from those portions of said right of way not occupied by the roadbed and track or tracks of the Railroad Company and shall restore, to the satisfaction of the Railroad Company, said portions of said right of way to as good condition as they were in at the time of the construction of the Pipe Line, and if the Licensee fails so to do, the Railroad Company may do such work of removal and restoration at the expense of the Licensee. The Railroad Company may, at its option, upon such termination, at the expense of the Licensee, remove the portions of the Pipe Line located underneath the said roadbed and track or tracks and restore said roadbed to as good condition as it was in at the time of the construction of the Pipe Line, or it may permit the Licensee to do such work of removal or restoration under the supervision of the Railroad Company. In the event of the removal of the Pipe Line as in this section provided, the Railroad Company shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account of such removal, and such removal shall in no manner prejudice or impair any right of action for damages or otherwise that the Railroad Company may have against the Licensee.

EXHIBIT "A"

Certificate of Insurance

Name & Address To Whom Issued The Denver and Rio Grande Western Railroad Co. P. O. Box 5482, Denver, Colorado 80217	Insured Name & Address Shawnee Construction, Inc. 6319 Kansas Ave., Kansas City, KS 66111
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This is to certify that the following policy or policies, have been issued by this Company:

CO.	Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
	Manufacturers' or Contractors' (Bodily Injury)				\$ Each Person
	Manufacturers' or Contractors' (Property Damage)				\$ Each Accident
					\$ Each Accident
					\$ Aggregate
A.	Comprehensive General Bodily Injury	GA 99 64 67	1 1 78	1 1 81	\$ 500,000 Each Person
					\$ 500,000 Each Accident
					\$ 500,000 Aggregate Products
					\$ 500,000 Each Accident
A.	Comprehensive General Property Damage	GA 99 64 67	1 1 78	1 1 81	\$ 500,000 Aggregate Operations
					\$ 500,000 Aggregate Protective
					\$ 500,000 Aggregate Products
					\$ 500,000 Aggregate Contractual
A.	Automobile (Bodily Injury)	GA 99 64 67	1 1 78	1 1 81	\$ 500,000 Each Person
					\$ 500,000 Each Accident
A.	Automobile (Property Damage)	GA 99 64 67	1 1 78	1 1 81	\$ 250,000 Each Accident
B.	Umbrella Liability	XS 66 79 11	1 1 78	1 1 79	\$ 2,000,000 Each Occurrence
					\$ 2,000,000 Aggregate
A.	Worker's Compensation	WC 99 08 31	1 1 78	1 1 81	Statutory Coverage B \$100,000

Notwithstanding anything contained therein to the contrary, policy hereinabove referred to is extended to specifically insure liability assumed by CITY OF GRAND JUNCTION under section (s) 11 and 13 of Pipe Line Crossing Agreement dated November 24, 1978 with The Denver and Rio Grande Western Railroad Company covering crossing of the Railroad Company's tracks at or about MP 444+3774' near Grand Junction, Colorado

In event of any change or cancellation of coverage afforded by this Certificate, at least fifteen (15) days' advance notice shall be given to Insurance Department of The Denver and Rio Grande Western Railroad Company, P. O. Box 5482, Denver, Colorado 80217.

- A. The Home Indemnity Company
- B. The Houston General Insurance Co.

(Name of Insurance Company)

Marsh & McLennan, Incorporated

Date 12 26 78

By William P Kline
(Authorized Agent)

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY MARSH & McLENNAN, INCORPORATED 127 WEST 10TH STREET KANSAS CITY, MISSOURI 64105	COMPANIES AFFORDING COVERAGES COMPANY LETTER A The Home Indemnity Company COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED Shawnee Construction, Inc. 6319 Kansas Avenue Kansas City, Kansas 66111	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

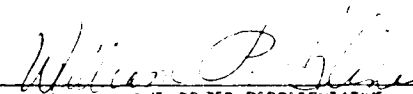
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY	GA 99 64 67	1-1-81	BODILY INJURY	\$ 500	\$ 500
				PROPERTY DAMAGE	\$ 500	\$ 500
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				*Applies to Products/Completed Operations Hazard		\$ 500 (PERSONAL INJURY)
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	GA 99 64 67	1-1-81	BODILY INJURY (EACH PERSON)	\$ 500	XXXXXXXXXX
				BODILY INJURY (EACH OCCURRENCE)	\$ 500	
				PROPERTY DAMAGE	\$ 500	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
A	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	WC 99 08 31	1-1-81	STATUTORY	\$ 100	(EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER RIO GRANDE WESTERN RAILROAD COMPANY BOX 5482 DENVER, COLORADO 80217

DATE ISSUED 1/4/79


 AUTHORIZED REPRESENTATIVE

INSURANCE BINDER

Binder No. _____



THIS BINDER IS A TEMPORARY INSURANCE CONTRACT SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

NAME AND ADDRESS OF AGENCY MARSH & MCLENNAN, INCORPORATED 127 WEST 10TH STREET KANSAS CITY, MISSOURI	COMPANY THE HOME INDEMNITY COMPANY Effective 12:01am 1-3, 1979 Expires <input type="checkbox"/> 12:01 am <input checked="" type="checkbox"/> NEW POLICY IS ISSUED <input type="checkbox"/> This binder is issued to extend coverage in the above named company per expiring policy # _____ (except as noted below)
NAME AND MAILING ADDRESS OF INSURED RIO GRANDE WESTERN RAILROAD COMPANY BOX 5482 DENVER, COLORADO 80217	Description of Operation/Vehicles/Property

	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
P R O P E R T Y					

	Type of Insurance	Coverage/Forms	Limits of Liability	
			Each Occurrence	Aggregate
L I A B I L I T Y	<input type="checkbox"/> Scheduled Form <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises/Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Contractual <input checked="" type="checkbox"/> Other (specify below) <input type="checkbox"/> Med. Pay. \$ _____ Per Person \$ _____ Per Accident <input type="checkbox"/> Personal Injury	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Bodily Injury \$500,000. Property Damage \$500,000. Bodily Injury & Property Damage Combined \$ _____ Personal Injury \$ _____	\$ 1,000,000 \$ \$ \$
A U T O M O B I L E	<input type="checkbox"/> Liability <input type="checkbox"/> Non-owned <input type="checkbox"/> Hired <input type="checkbox"/> Comprehensive-Deductible \$ _____ <input type="checkbox"/> Collision-Deductible \$ _____ <input type="checkbox"/> Medical Payments \$ _____ <input type="checkbox"/> Uninsured Motorist \$ _____ <input type="checkbox"/> No Fault (specify): _____ <input type="checkbox"/> Other (specify): _____		Limits of Liability Bodily Injury (Each Person) \$ _____ Bodily Injury (Each Accident) \$ _____ Property Damage \$ _____ Bodily Injury & Property Damage Combined \$ _____	

WORKERS' COMPENSATION — Statutory Limits (specify states below) EMPLOYERS' LIABILITY — Limit \$ _____

SPECIAL CONDITIONS/OTHER COVERAGES

RAILROAD PROTECTIVE (SHAWNEE CONSTRUCTION)

NAME AND ADDRESS OF <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> ADD'L INSURED _____ LOAN NUMBER	_____ Signature of Authorized Representative Date 1-4-79 <div style="text-align: right; margin-top: 10px;">JK</div>
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CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. This insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

PIPELINE CROSSING SPECIFICATIONS

CONTENTS OF PIPE	Water	CASE	71"
LENGTH OF CASING			28"
INSIDE DIAMETER	20"		
OUTSIDE DIAMETER INCLUDING COATING	24-1/2"		
OUTSIDE DIAMETER OF JOINT CARRIER PIPE	27"		
PIPE MATERIAL	Steel Casing		
or asbestos cement pipe AWWA C-301 or C-402	A-36 Steel		
SPECIAL TREATMENT AND COATING	2"		0.406
WALL THICKNESS	160 P.S.I.		
ACTUAL WORKING PRESSURE			
TYPE OF JOINT	Push on lock joint w/grout diaper		Welded
COATING MATERIAL	none		As required
METHOD OF INSTALLATION	Pull through casing		Boring & jacking
VENTS NUMBER NONE	SIZE	IN	DISTANCE OUT FROM CENTERLINE
PROTECTION REQUIRED			
PROTECTION AT ENDS OF CASING	TYPE		Sand Bags
BURY: END OF ROAD TO TRACKS	3'	FT	6" IN
BURY: NOT BENEATH TRACKS	3'	FT	6" IN
BURY: ROADWAY DITCHES	2'	FT	0" IN
TYPE, SIZE AND SPACING OF INSULATORS OR SUPPORTS			
CATHODIC PROTECTION	Anode @ each end of steel casing pipe		
APPROXIMATE DATE WORK WILL BE DONE	October 1978		(24 HOURS NOTICE REQUIRED)

PLANS FOR PROPOSED INSTALLATION SHALL BE SUBMITTED TO DIVISION SUPERINTENDENT AND MUST MEET THE APPROVAL OF THE CHIEF ENGINEER BEFORE CONSTRUCTION IS BEGUN. PLANS SHALL BE DRAWN TO SCALE SHOWING RELATION OF PROPOSED PIPE LINE TO RAILWAY TRACKS, ANGLE OF CROSSING, MILEPOST LOCATION OR RAILWAY SURVEY STATION, RIGHT OF WAY LINES AND GENERAL LAYOUT OF TRACKS AND RAILWAY FACILITIES. PLANS SHOULD INCLUDE ALL APPURTENANT FEATURES OF THE PIPE LINE, SUCH AS VALVES, MANHOLES, VENTS, CASING, ETC. LOCATED ON RAILROAD PROPERTY.

CROSS SECTION SKETCH SHOULD SHOW PIPE LINE AND APPURTENANT FEATURES AS RELATED TO THE TRACKS AND SURROUNDING GROUND.

THE EXECUTION OF THE WORK IN RAILROAD RIGHT OF WAY SHALL BE SUBJECT TO THE INSPECTION AND DIRECTION OF THE CHIEF ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.

APPLICATION

IS HEREBY MADE FOR THE ABOVE DESCRIBED CROSSING ENCROACHMENT

INDIVIDUAL OR FIRM NAME City of Grand Junction

ADDRESS 250 No. 5th St.

INCORPORATED IN STATE OF Colorado

BY Jerry D. Newton, Project Eng.

Jerry D. Newton, P.E. (Signature)
APPROVED

[Signature] 10/30/78
SUPERINTENDENT DATE

[Signature] 11-2-78
SUPERINTENDENT DATE

[Signature] 11/6/78
STRUCTURAL ENGINEER DATE

[Signature] 11-6-78
CHIEF DRAFTSMAN DATE

[Signature]
CHIEF ENGINEER DATE

LOCATION

AT OR NEAR Grand Junction

STATE OF Colorado

OVER AND UPON THE PROPERTY OF D & R G W R R CO

AT MILE POST 444 + 3774 FEET

MAIN LINE BRANCH

SEC 9 TWP 1 S. RANGE 1 E.

COUNTY OF Mesa

DATE 8-18-78

REV. 10-11-78

ASSIGNED

CONTRACT NO _____ DATE _____

PERMIT NO _____ DATE _____

DWG NO G-285

