

NEW PUBLIC ROAD CROSSING OVERPASS AGREEMENT

UNION PACIFIC RAILROAD COMPANY

CITY OF GRAND JUNCTION

OVERPASS

CONSTRUCTION PERMITS DURING NEW

RAILROAD LINE T-4 S-C NW D-S-10S DIVISION
ENC 10-1

GRAND JUNCTION
MESA COUNTY
COLORADO

UPRR Folder No.: 2566-84

UPRR Audit No.: _____

NEW PUBLIC ROAD CROSSING OVERPASS AGREEMENT

29 Road Overpass – DOT No.: 440-143L
Mile Post 446.46 – Green River Subdivision
Grand Junction, Mesa County, Colorado

THIS AGREEMENT is made and entered into as of the 11th day of November, 2009, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179-1690 (the "Railroad") and the **CITY OF GRAND JUNCTION**, a municipal corporation of the State of Colorado, to be addressed at 250 North, 5th Street, Grand Junction, CO 81501-2668 (the "City"),

RECITALS:

The City desires to undertake as its project (the "Project") the construction of the new 29 Road overpass grade separation crossing (the "Structure"), DOT No. 440-143L, at Railroad's Mile Post 446.46 on it's Glenwood Springs Subdivision, in Grand Junction, Mesa County, Colorado (the "Crossing Area") as the Crossing Area is shown on the Railroad Location Print marked **Exhibit A**, the Detail Prints of the Structure, collectively marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof.

Under this Agreement, the Railroad will be granting a permanent and temporary construction rights to the City to facilitate the construction of the new Structure. The portion of Railroad's property that City needs a permanent right to use in connection with the construction of the Structure is described on the Permanent Rights Legal Description marked **Exhibit A-2**, and shown on the Illustrative Print of the Permanent Rights Legal Description marked **Exhibit A-3**, (collectively the "Crossing Area"), each exhibit being attached hereto and hereby made a part hereof. The portion of Railroad's property that City needs temporary construction rights to use in connection with the construction of the Structure is described on the Temporary Rights Legal Descriptions collectively marked **Exhibit A-4**, and shown on the Illustrative Print of the Temporary Rights Legal Descriptions marked **Exhibit A-5** and **Exhibit G**, each exhibit being attached hereto and hereby made a part hereof.

The Railroad and the City are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1 - LIST OF EXHIBITS

The exhibits below are attached hereto and hereby made a part hereof:

Exhibit A	Railroad Location Print
Exhibit A-1	Detailed Prints
Exhibit A-2	Permanent Rights Legal Description
Exhibit A-3	Illustrative Print of Permanent Rights Legal Description
Exhibit A-4	Temporary Rights Legal Descriptions
Exhibit A-5	Illustrative Print of Temporary Rights Legal Descriptions
Exhibit A-6	Fee Parcel Legal Description
Exhibit A-7	Illustrative Print of Fee Parcel Legal Description
Exhibit B	General Terms and Conditions
Exhibit B-1	Contract Insurance Requirements
Exhibit C	Railroad's Minimum Requirements
Exhibit D	Railroad Form of Contractor's Right of Entry Agreement
Exhibit E	Final CPUC Order
Exhibit E-1	Settlement Agreement
Exhibit F	Railroad's Summary Estimate
Exhibit F-1	Railroad's Track & Surface Material Estimate
Exhibit F-2	Railroad's Signal Material Estimate
Exhibit G	Additional Illustrative Print of Temporary Construction Easements

ARTICLE 2 - EXHIBITS B, B-1 AND C.

The General Terms and Conditions marked **Exhibit B**, the Contract Insurance Requirements marked **Exhibit B-1**, and the Railroad's Minimum Construction Requirements marked **Exhibit C**, are attached hereto and hereby made a part hereof.

ARTICLE 3- RAILROAD GRANTS RIGHT.

- A. For and in consideration in the sum of **ONE HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED SEVENTY-THREE DOLLARS (\$138,473.00)** to be paid by the City to the Railroad upon the execution and delivery of this Agreement and in further consideration of the City's agreement to perform and abide by the terms of this Agreement including all exhibits, the Railroad hereby grants to the City permanent rights to establish or reestablish, construct or reconstruct, maintain, repair and renew the Structure over and across the Crossing Area.
- B. For and in consideration of **TWO HUNDRED SIXTEEN THOUSAND SIX HUNDRED TWENTY-TWO DOLLARS (\$216,622.00)**, the Railroad hereby grants to the City temporary construction rights to use the portion of Railroad's property described in **Exhibit A-4** and shown on **Exhibit A-5** and **Exhibit G**. The City's use of such property shall be subject to the terms and conditions of this Agreement and the obligation of City and its contractors to comply with such provisions. The temporary rights granted herein shall commence as of the effective date of this Agreement and continue for twenty-four (24) months, or until the project has been completed, whichever occurs earlier.

ARTICLE 4 - DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the City to perform any Project work on any portion of the Railroad's property

and shall also include the contractor's subcontractors and the contractor's and subcontractor's respective employees, officers and agents.

ARTICLE 5 - CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

- A. If the City will be hiring a Contractor to perform any work involving the Project (including initial construction and any subsequent relocation or maintenance and repair work), the City shall require the Contractor to:
- execute the Railroad's then current Contractor's Right of Entry Agreement
 - obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
 - provide such insurance policies, certificates, binders and/or endorsements to the Railroad before allowing any Contractor to commence any work in the Crossing Area or on any other Railroad property. The Railroad's current insurance requirements are described in **Exhibit B-1**, attached hereto and hereby made a part hereof.
- B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The City confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.
- C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:
- Senior Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UPRR Folder No. 2566-84*
- D. If the City's own employees will be performing any of the Project work, the City may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 6 - FEDERAL AID POLICY GUIDE

- A. If the City will be receiving any federal funding for the Project:
- the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference, and
 - construction work by the City and Contractor shall be performed, and any reimbursement to the Railroad for work it performs, shall be made in accordance with the Federal Aid Policy Guide.
- B. If federal funding is involved, as provided in 23 CFR 646.210(b)(2), the Project is of no

ascertainable benefit to the Railroad and the Railroad shall not be obligated to pay or contribute to any Project costs.

ARTICLE 7 - WORK TO BE PERFORMED BY THE RAILROAD

- A. The work to be performed by the Railroad, at the City's sole cost and expense, is described in the:
- Railroad's Summary Estimate dated November 5, 2009, in the amount of \$536,918.00, marked **Exhibit F**;
 - Railroad's Track & Surface Material Estimate dated July 1, 2009, in the amount of \$68,010.00, marked **Exhibit F-1**;
 - Railroad's Signal Material Estimate dated June 30, 2009, in the amount of \$418,908.00, marked **Exhibit F-2**;

each attached hereto and hereby made a part hereof (collectively the "Estimate"). As set forth in the Estimate, the Railroad's combined estimated cost for the Railroad's work associated with the Project is \$536,918.00.

- B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.
- C. The City agrees to reimburse the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, actual costs of preliminary engineering review, construction inspection, flagging, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the Railroad's normal and customary additives (which shall include direct and indirect overhead costs) associated therewith.

ARTICLE 8 - PLANS

- A. The final one hundred percent (100%) completed plans that have been approved by the Railroad's Assistant Vice President Engineering – Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.
- B. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
- C. Notwithstanding the Railroad's approval of the Plans, the Railroad shall not be responsible for the design, details, permitting or construction of the Structure.

ARTICLE 9 - THE RAILROAD'S SPECIFICATIONS

The City, at its expense, shall ensure that the Contractor shall comply with all of the terms and conditions contained in the Railroad's Minimum Requirements that are described in **Exhibit C** and other special guidelines that the Railroad may provide to the City for this Project.

ARTICLE 10 - EFFECTIVE DATE; TERM; TERMINATION.

- A. This Agreement shall become effective as of the date first herein written, or the date work

- commences on the Project, whichever is earlier, and shall continue in full force and effect for as long as the Structure remains on the Railroad's property.
- B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the date of this Agreement, or from the date that the Railroad has executed this Agreement and returned it to the City for its execution, whichever is applicable.
- C. If the Agreement is terminated as provided above, or for any other reason, the City shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

ARTICLE 11 - SEPARATE LETTER OF UNDERSTANDING

For the Project, the City will be purchasing a fee interest from the Railroad in Parcel UPRR #1Rev (H-17LA1Rev) as described in the Fee Parcel Legal Description marked **Exhibit A-6** and as illustrated on the Illustrative Print of the Fee Parcel Legal Description marked **Exhibit A-7** (the "Fee Parcel"), attached hereto and hereby made a part hereof, and said purchase is further covered under Railroad Real Estate Sale Folder Number 2465-00. The Railroad and the City will be entering into a separate Letter of Understanding covering the purchase of the Fee Parcel. The City confirms that neither it nor its Contractor can commence any Project work involving the Fee Parcel, Crossing Area or any other Railroad property described in this Agreement until the Letter of Understanding has been fully executed by both Parties and the purchase closed.

ARTICLE 12 - CONDITIONS TO BE MET BEFORE CITY CAN COMMENCE WORK.

Neither the City nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- The Railroad and City have executed this Agreement.
- The Railroad has provided to the City the Railroad's written approval of the Plans.
- Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements set forth in the Contractor's Right of Entry Agreement.
- The Railroad and City have executed the Letter of Understanding and the closing of the Fee Parcel has occurred following the execution of this Agreement.

ARTICLE 13 - RAILROAD CONTRIBUTION TO COSTS

As a contributory fee to the construction of the new overpass grade separation crossing, the Railroad agrees to pay a firm \$100,000.00 as provided in the Order of the Colorado Public Utilities Commission attached hereto as **Exhibit E** and the Settlement Agreement between the parties, attached to this Agreement as **Exhibit E-1**.

ARTICLE 14 - WORK TO BE PERFORMED BY THE CITY

In addition to the Railroad Work that will be done at City's expense pursuant to Article 7, the City shall:

- Construct the Structure and all associated drainage and other appurtenances in compliance with the Plans (as such is defined in Article 8) and the Minimum Requirements referenced in Article 9.
- Construct and maintain the "Equipment Access Corridors" at all times to existing ground contours as shown on the Additional Illustrative Print of the Temporary Construction Easements marked **Exhibit G**, attached hereto and hereby made a part hereof.
- Provide dust abatement to the Equipment Access Corridors at the direction of the Engineer or Railroad.
- Maintain at all times all existing Railroad access roads during construction.
- Restore the Railroad access roads to pre-construction condition upon completion of the project.
- Provide reasonable, legal access from D 1/2 Court on to Railroad property as shown in **Exhibit G** or by direction of Railroad for exact location.
- Provide a 24-foot concrete driveway apron at agreed upon driveway location.
- Secure the driveway with a cable style gate.

ARTICLE 15 - MAINTENANCE AND REPAIR OF STRUCTURE

- A. The City, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or over-painting involving the Structure.
- B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired or renewed, the rail ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

ARTICLE 16 - ATTACHMENTS TO THE STRUCTURE

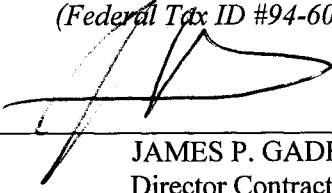
The City shall not attach any utility pipeline or wireline facility, including fiber optic, communication or traffic signal lines, on, above or beneath the Structure without consent from the Railroad. Such attachments will require a formal submission of an application to the Railroad as dictated in its current Utility Application process.

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

UNION PACIFIC RAILROAD COMPANY

(Federal Tax ID #94-6001323)

By _____



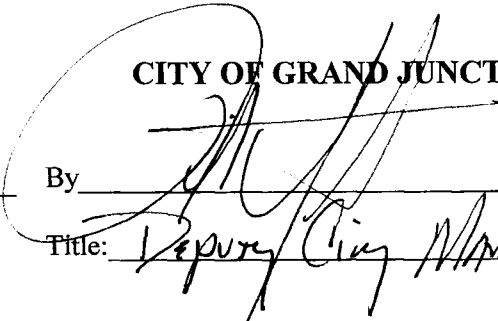
JAMES P. GADE
Director Contracts

ATTEST:

Stephanie Turner

CITY OF GRAND JUNCTION

By _____



Title: _____

Deputy City Manager



Pursuant to Resolution/Order No. 85-09
dated November 2, 2009,
hereto attached.

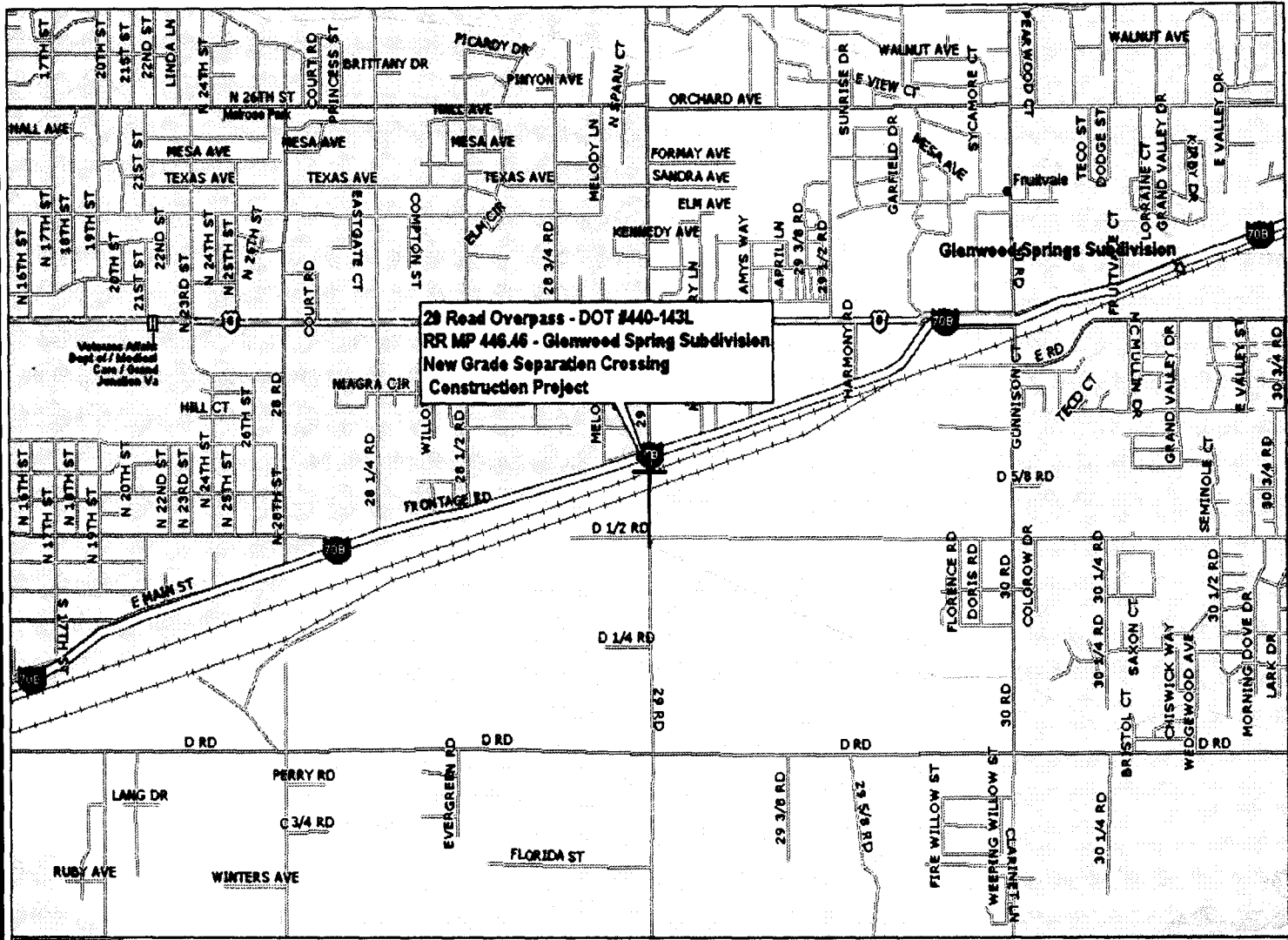
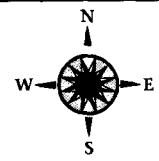


EXHIBIT A

To Public Road Crossing Overpass Agreement

Cover Sheet for the
Railroad's Location Print

RAILROAD LOCATION PRINT OF A NEW GRADE SEPARATION CROSSING CONSTRUCTION PROJECT



DELORME
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www.delorme.com

↑
MN (10.7° E)



- RAILROAD WORK TO BE PERFORMED:**
1. Engineering Design Review & Flagging.
 2. Relay 240-feet of rail; Install 40-feet of concrete road crossing panels; Install 99 cross ties; Install 1 carload of ballast; and other track and surface materials.
 3. Relay Railroad signal facilities; and other signal materials.

EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY

GLENWOOD SPRINGS SUBDIVISION
MILE POST 446.46
GPS: N 39° 04.3362', W 108° 30.9094'
GRAND JUNCTION, MESA CO., CO.

Railroad Location Print of a new overpass grade separation crossing construction project with the
CITY OF GRAND JUNCTION.

Folder No. 2566-84 Date: July 23, 2009

WARNING
IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193



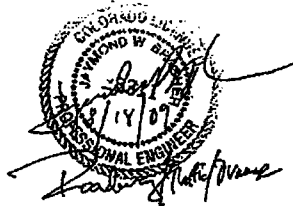
EXHIBIT A-1

To Public Road Crossing Overpass Agreement

**Cover Sheet for the
Detailed Prints**

CITY OF GRAND JUNCTION

DEPARTMENT OF PUBLIC WORKS AND UTILITIES



PLANS PREPARED BY



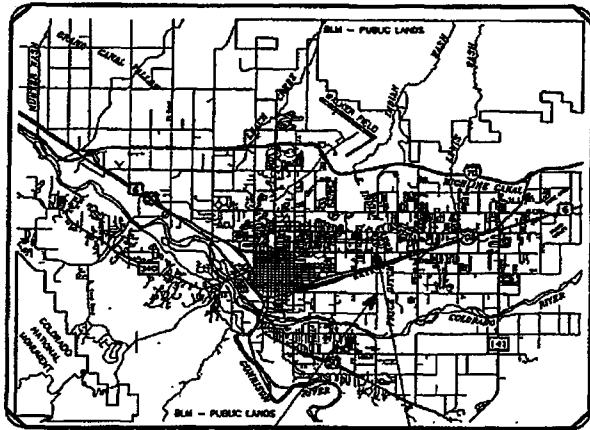
29 ROAD AND I-70B

PROJECT NO. 204-F42200

CONSTRUCTION PLANS

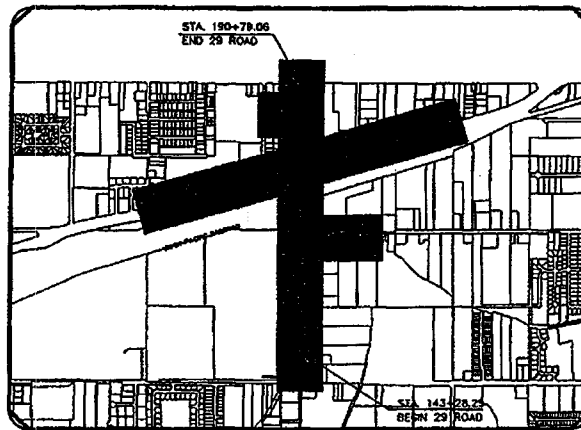
VOLUME 1

GRAND JUNCTION
AREA MAP



NOT TO SCALE
BEGIN PROJECT
END PROJECT

PROJECT
LOCATION MAP



LEGEND
SCALE: 1" = 100'

LIMITS OF 29 ROAD AND I-70B

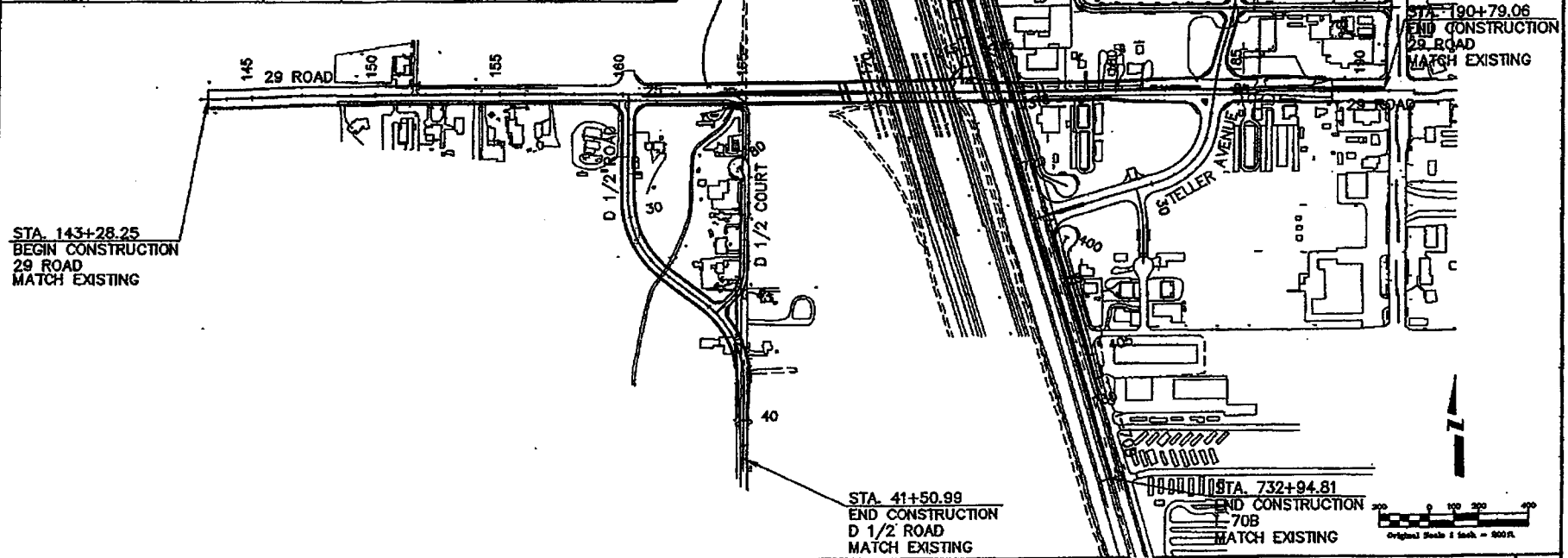
100% PLANS
FOR RAILROAD REVIEW
SUBMITTED 8/18/09

SHEET INDEX

SHEET	DESCRIPTION
A01	TITLE SHEET
A02	STANDARD PLANS LIST
A03	STANDARD PLANS LIST FOR GJ STANDARDS
A04	PROJECT VICINITY MAP
A05	LEGEND
A08-A14	TYPICAL SECTIONS
A15	GENERAL NOTES
A16	SURVEY CONTROL
A17-A19	EXPLORATORY BORINGS
B01-B04	SUMMARY OF APPROXIMATE QUANTITIES
B05-B16	SUBMARY TABULATIONS
B17-B26	EARTHWORK SUMMARY AND TABULATION
C01-C18	ROADWAY PLAN AND PROFILES
C20-C24	CURB RETURN PROFILES
C25-C28	ROADWAY DETAILS
C29-C33	GROUND IMPROVEMENT
D01-D25	REMOVAL PLANS
E01-E26	CONSTRUCTION PLANS
F21-F33	HORIZONTAL CONTROL
F31-F38	DRAINAGE AND IRRIGATION PLANS
F39-F43	STORM SEWER AND IRRIGATION PROFILES
F44	MESA COUNTY DITCH / 29 ROAD PLAN AND PROFILE
F45	FRONTAGE DRAIN PLAN AND PROFILE
F46-F50	DRAINAGE AND IRRIGATION DETAILS
G01-G25	UTILITY PLANS
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G29	WATERLINE PROFILES
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G37-G38	WEATHER STATION PLANS
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H127-H128	RETAINING WALL GENERAL NOTES AND QUANTITIES
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K02	LIGHTING PLAN GENERAL NOTES
K03-K17	LIGHTING PLANS
L01-L07	TABULATION OF SIGNING AND STRIPING
L08-L09	MISCELLANEOUS TRAFFIC TABULATIONS
L10-L20	SIGNING AND STRIPING PLANS
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L24	MASTARM TYPICAL SECTIONS
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L26	OVERHEAD SIGN FOUNDATION DETAILS
L27	TRAFFIC SIGNAL GENERAL NOTES
L28-L32	TRAFFIC SIGNAL PLANS
L33	OVERHEAD TRAFFIC SIGNAL FOUNDATION DETAILS
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M02-M03	TABULATION OF CONSTRUCTION TRAFFIC CONTROL DEVICES
M04-M05	SPECIAL CONSTRUCTION SIGN DETAILS
M06	ADVANCE WARNING SIGNING
M07-M08	I-70B CLOSURE DETOUR PLAN
M09-M48	CONSTRUCTION PHASING PLANS
X01	TITLE SHEET - CROSS SECTIONS
X101-X125	F9 ROAD CROSS SECTIONS
X201-X228	F29 ROAD CROSS SECTIONS
X301-X313	RAMP A CROSS SECTIONS
X401-X420	D 1/2 ROAD CROSS SECTIONS
X450-X454	D 1/2 COURT CROSS SECTIONS
X501-X508	TELLER AVE. CROSS SECTIONS
X550-X551	HILL AVE. CROSS SECTIONS
X601-X606	MELROY LN. CROSS SECTIONS
X701-X712	SPAWN ST. CROSS SECTIONS
X801-X811	WEST FRONTAGE ROAD CROSS SECTIONS
X901-X903	EAST FRONTAGE ROAD CROSS SECTIONS

VOLUME 1
VOLUME 2

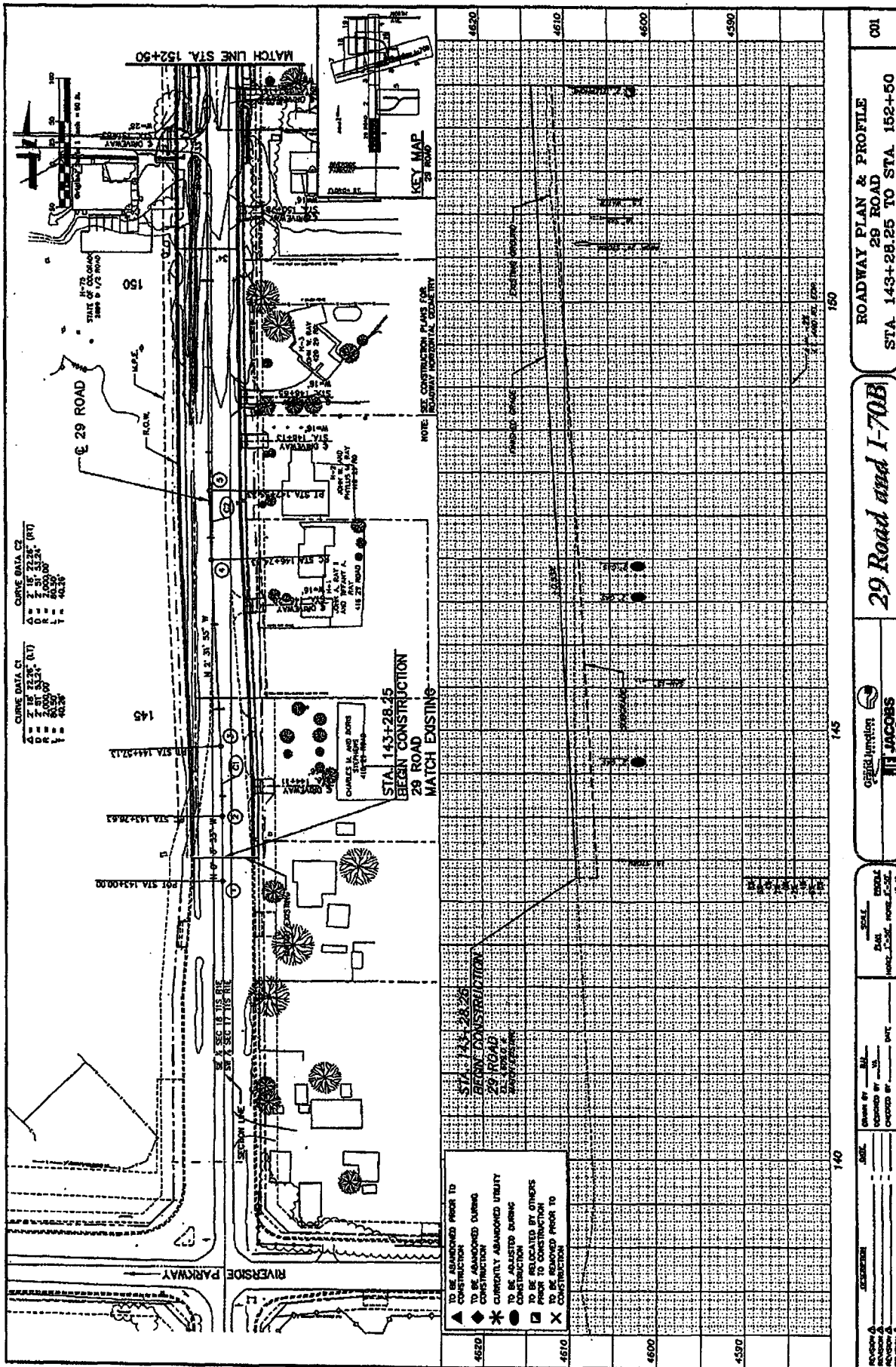
TABULATION OF LENGTH					
STATION	MAJOR STRUCTURE	ROADWAY LIN. FT.	STATION	MAJOR STRUCTURE	ROADWAY LIN. FT.
29 ROAD STA. 143+28.25 BEGIN BRIDGE STA. 188+83.30 TO STA. 177+04.13 STA. 190+79.06 END	620.63	3929.98	I-70B STA. 701+13.82 BEGIN STA. 732+94.81 END		3180.99
RAMP A STA. 202+22.81 BEGIN BRIDGE STA. 212+84.79 TO STA. 218+27.41 STA. 218+27.41 END	342.62	1051.96	WEST FRONTAGE STA. 298+90.54 BEGIN STA. 318+93.97 END		2003.43
D 1/2 ROAD STA. 25+00 BEGIN STA. 41+50.99 END		1850.99	EAST FRONTAGE STA. 400+00 BEGIN STA. 405+97.94 END		597.94
D 1/2 COURT STA. 80+00.00 BEGIN STA. 86+43.94 END		643.94	MELODY LANE STA. 598+99.56 BEGIN STA. 617+89.48 END		1169.92
TELLER AVE. STA. 18+48.04 BEGIN STA. 34+99.54 END		1651.50	SPARK STREET STA. 499+95.72 BEGIN STA. 515+51.15 END		1555.43
HILL ST. STA. 70+00 BEGIN STA. 72+83.00 END		283.00	SUMMARY	LN. FT.	MILES
			ROADWAY (NET LENGTH)	17,728.11	3.38
			MAJOR STRUCTURE	1,163.45	.22
			PROJECT GROSS LENGTH	18,891.56	3.58

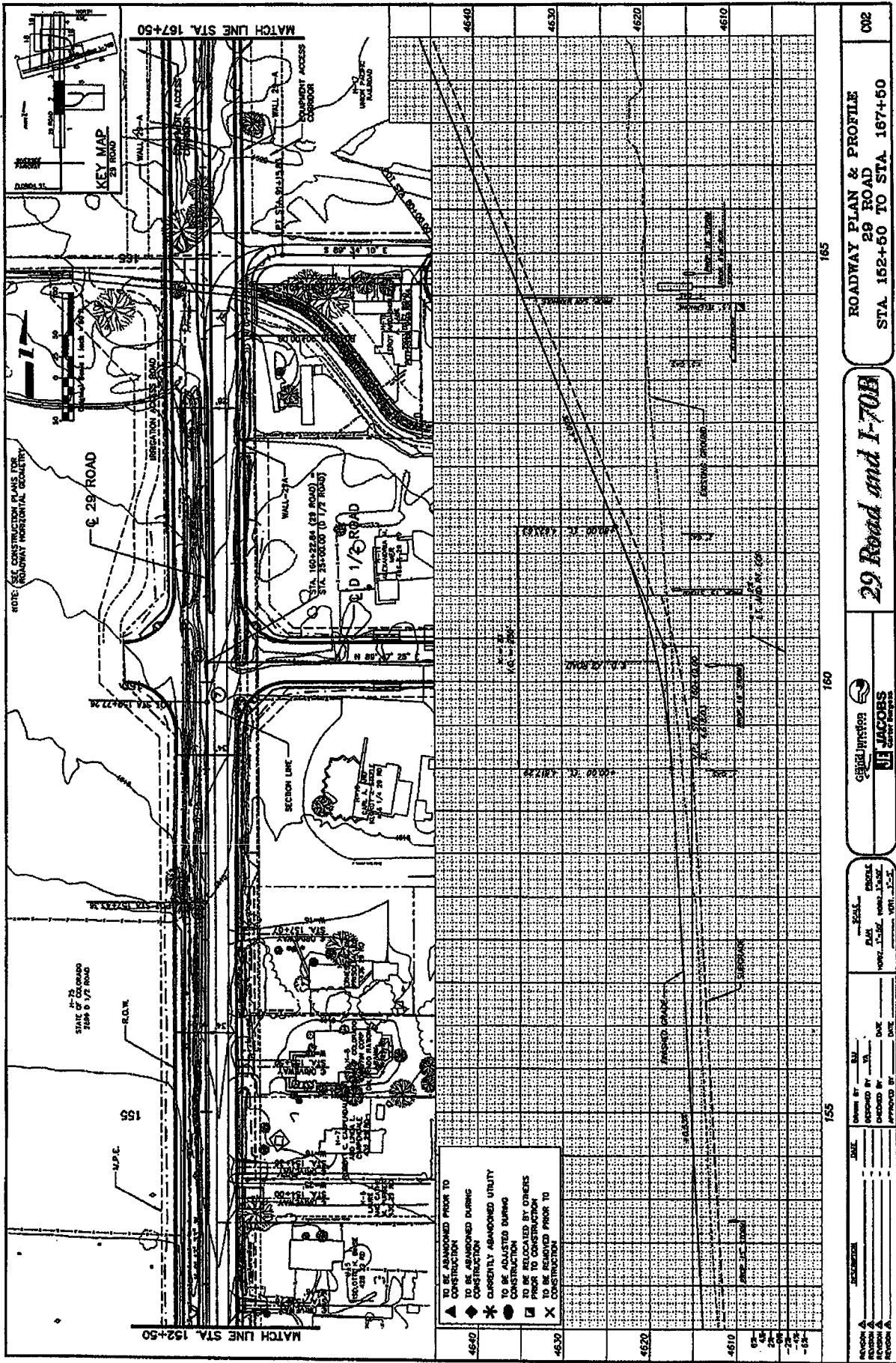


REVISION	DESCRIPTION	DATE	DESIGNED BY	ST	CHECKED BY	DATE	SCALE
REVISION A							
REVISION B							
REVISION C							

29 Road and I-70B

PROJECT VICINITY MAP





- ▲ TO BE ABANDONED PRIOR TO CONSTRUCTION
- ◆ TO BE ABANDONED DURING CONSTRUCTION
- ★ CURRENTLY ABANDONED UTILITY
- TO BE ADJUSTED DURING CONSTRUCTION
- ◻ TO BE RELOCATED BY OTHERS PRIOR TO CONSTRUCTION
- ✕ TO BE RELOCATED PRIOR TO CONSTRUCTION

Revision A _____ DATE _____
 Revision B _____ DATE _____
 Revision C _____ DATE _____
 Revision D _____ DATE _____
 Revision E _____ DATE _____

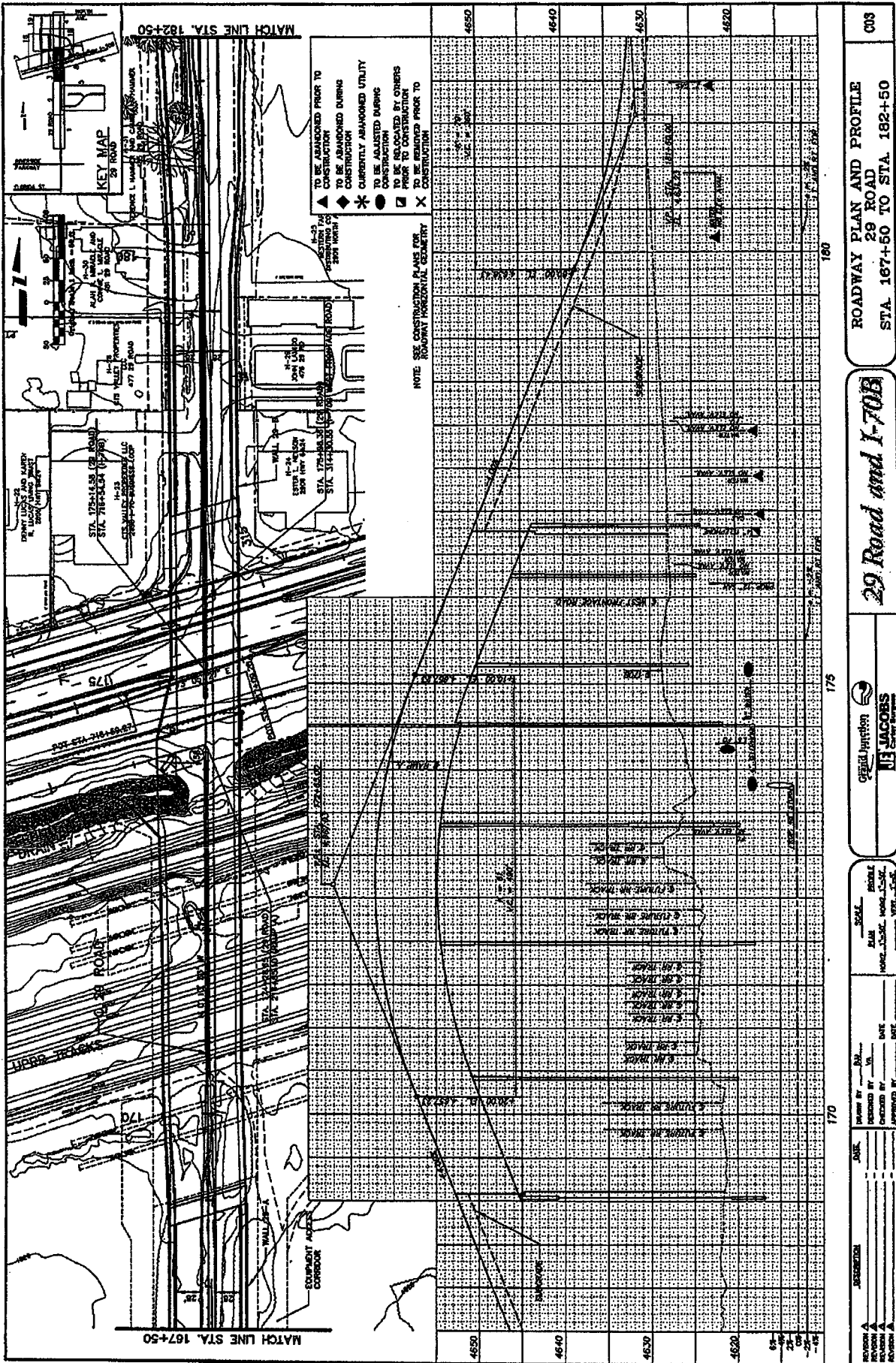
DESIGNED BY _____ DATE _____
 CHECKED BY _____ DATE _____
 APPROVED BY _____ DATE _____

SCALE: _____
 PLAN: _____
 DATE: _____

GRIFFIN JACOBS ENGINEERS
 JACOBS ENGINEERS

29 Road and I-70B
ROADWAY PLAN & PROFILE
29 ROAD
STA. 152+50 TO STA. 167+50

032



SCALE: HORIZ. 1"=40' VERT. 1"=4'

DATE: _____

DESIGNED BY: _____

CHECKED BY: _____

APPROVED BY: _____

REVISION A

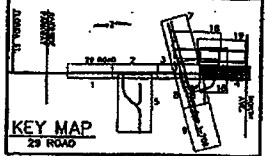
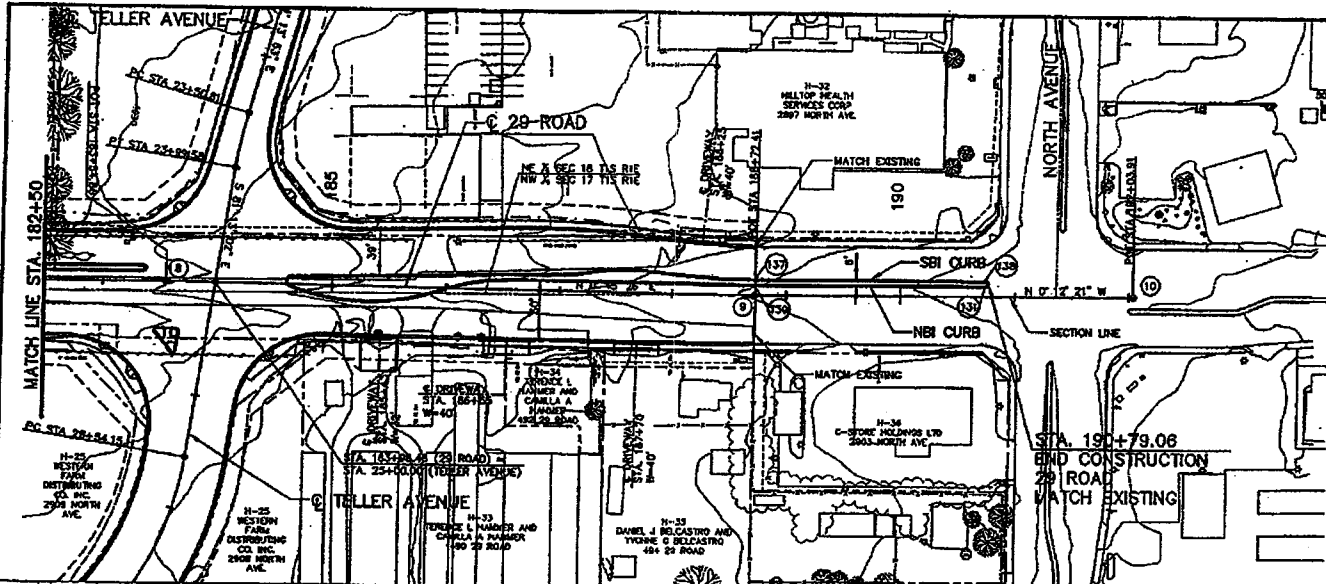
REVISION B

REVISION C

170

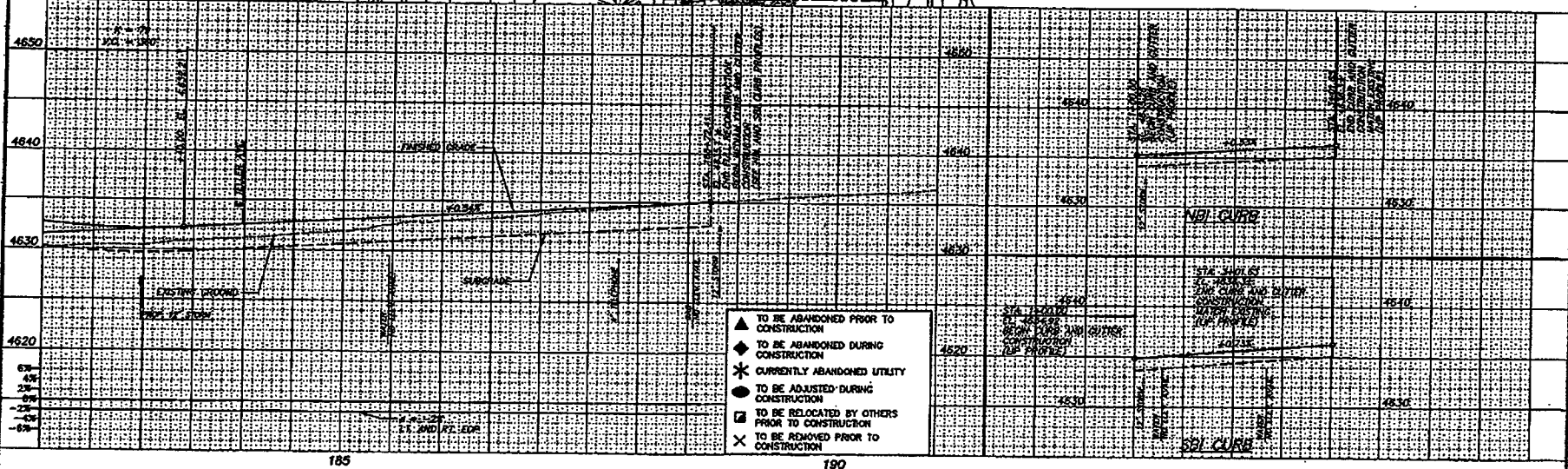
175

180



MEDIAN CURB BASELINE GEOMETRY	
POINT #	DESCRIPTION
(30)	NBI CURB BEGN STA 1+00
(31)	NBI CURB END STA 3+01.85
(37)	SBI CURB BEGN STA 1+00
(38)	SBI CURB END STA 3+01.83

NOTE: SEE CONSTRUCTION PLANS FOR ROADWAY HORIZONTAL GEOMETRY



- ▲ TO BE ABANDONED PRIOR TO CONSTRUCTION
- ◆ TO BE ABANDONED DURING CONSTRUCTION
- ★ CURRENTLY ABANDONED UTILITY
- TO BE ADJUSTED DURING CONSTRUCTION
- ◻ TO BE RELOCATED BY OTHERS PRIOR TO CONSTRUCTION
- ✕ TO BE REMOVED PRIOR TO CONSTRUCTION

REVISION	DESCRIPTION	DATE	DRAWN BY	SCALE
REVISION A			SAJ	SCALE
REVISION B			SAJ	SCALE
REVISION C			SAJ	SCALE
REVISION D			SAJ	SCALE

GRAND JUNCTION
 JACOBS
 Civil & Survey

29 Road and I-70B

ROADWAY PLAN & PROFILE
 29 ROAD / NBI CURB / SBI CURB
 STA. 182+50 TO STA. 190+79.06
 C04

GENERAL NOTES

EXCEPT AS SHOWN IN THE PLANS, STRUCTURE EXCAVATION AND BACKFILL SHALL BE IN ACCORDANCE WITH M-208-2.

EXPANSION JOINT MATERIAL SHALL MEET ASHTO SPECIFICATION M213.

A COLORED STRUCTURAL CONCRETE FINISH WILL BE REQUIRED, AS SHOWN ON THE PLANS. THE FINISH SHALL BE A COLOR MATCHING THE SURROUNDING CONCRETE. EQUIVALENT TO FEDERAL STANDARD 595B COLOR NO. 30105G AND 30105B, BROWN, EQUIVALENT TO FEDERAL STANDARD 595B COLOR NO. 30117. THE COLORS ARE TO BE SELECTED FROM TEST PANELS PROVIDED BY THE CONTRACTOR.

THE FINAL FINISH FOR THE SURFACES OF THE BRIDGE RAIL TYPE 104 (SPECIAL) AND TYPE 308 SHALL BE CLASS 2. ALL OTHER EXPOSED CONCRETE SURFACES SHALL RECEIVE A CLASS 1 FINAL FINISH TO ONE FOOT BELOW THE GRADE LINE.

STRUCTURAL STEEL FOR BRIDGE RAIL TYPE 104 (SPECIAL), PRESTRESSING BRACING (STEEL) (MESH) AND UNDERDECK LIGHTING SHALL BE PAINTED IN ACCORDANCE WITH SECTION 509 OF THE STANDARD SPECIFICATIONS. SEE THE CORRESPONDING PLAN SHEETS FOR THE REQUIRED COLORS AND ADDITIONAL INFORMATION.

ALL STRUCTURAL STEEL SHALL BE ASHTO M270 (ASTM A709) GRADE 58 UNLESS NOTED OTHERWISE.

ALL STEEL PILING SHALL BE ASHTO M270 (ASTM A709) GRADE 50.

ALL BOLTS SHALL BE 3/4" DIAMETER, HIGH STRENGTH, UNLESS OTHERWISE NOTED.

LEVELING PADS ARE UNARMED BEARINGS. THEY SHALL BE CUT OR MOLDED FROM ASHTO ELASTOMER GRADE 3, 4, OR 5 AS DESCRIBED IN TABLES 705-1 AND 705-2 WITH A DUREMETER (SHORE "A") HARDNESS OF 90.

GRADE 60 REINFORCING STEEL IS REQUIRED.

ALL REINFORCING STEEL SHALL BE EPOXY COATED UNLESS OTHERWISE NOTED.

(B) DENOTES NON COATED REINFORCING STEEL.

ALL THE PROVISIONS FOR BRIDGE DECK CONCRETE SHALL ALSO APPLY TO APPROACH SLAB CONCRETE.

THE FOLLOWING TABLE GIVES THE MINIMUM LAP SPlice LENGTH FOR EPOXY COATED REINFORCING BARS PLACED IN ACCORDANCE WITH SUBSECTION 602.06. THESE SPlice LENGTHS SHALL BE INCREASED BY 25% FOR BARS SPACED AT LESS THAN 6" ON CENTER.

BAR SIZE	#4	#5	#6	#7	#8	#9	#10	#11
SPlice LENGTH FOR CLASS D CONCRETE	1'-0"	1'-6"	1'-10"	2'-2"	3'-0"	4'-8"	5'-11"	7'-3"

WHEN THE CONTRACTOR ELECTS TO SUBSTITUTE EPOXY COATED REINFORCEMENT FOR BLACK REINFORCING BARS, THE MINIMUM LAP SPlice SHALL BE AS DESCRIBED ABOVE. THE FOLLOWING TABLE GIVES THE MINIMUM LAP SPlice LENGTH FOR BLACK REINFORCING BARS PLACED IN ACCORDANCE WITH SUBSECTION 602.06. THESE SPlice LENGTHS SHALL BE INCREASED BY 25% FOR BARS SPACED AT LESS THAN 6" ON CENTER.

BAR SIZE	#4	#5	#6	#7	#8	#9	#10	#11
SPlice LENGTH FOR CLASS D CONCRETE	1'-0"	1'-4"	1'-7"	1'-10"	2'-5"	3'-1"	3'-11"	4'-10"

THE ABOVE SPlice LENGTHS MAY BE REDUCED BY 20% WHEN 3" OF CLEAR COVER EXISTS AND BAR SPACING IS 6" OR GREATER ON CENTER.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE DURING CONSTRUCTION.

E.F. = EACH FACE P.G.L. = PROFILE GRADE LINE

F.F. = FRONT FACE CONT. = CONTINUOUS

B.F. = BACK FACE

PERMANENT STEEL DECK FORMS ARE OPTIONAL. PRECAST STEEL DECK FORMS ARE NOT ALLOWED. STATIONS, ELEVATIONS, AND DIMENSIONS CONTAINED IN THESE PLANS ARE CALCULATED FROM A RECENT FIELD SURVEY. THE CONTRACTOR SHALL VERIFY ALL DEPENDENT DIMENSIONS IN THE FIELD BEFORE ORDERING OR FABRICATING ANY MATERIAL.

THE INFORMATION SHOWN ON THESE PLANS CONCERNING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-932-1987 AT LEAST 2 DAYS (NOT INCLUDING THE DAY OF NOTIFICATION) PRIOR TO ANY EXCAVATION OR OTHER EARTHWORK.

THE ELEVATIONS OF THE EXISTING TOP-OF-RAIL PROFILE SHALL BE VERIFIED PRIOR TO BEGINNING CONSTRUCTION.

DESIGN DATA

ASHTO, THIRD EDITION LFD WITH CURRENT INTERIMS.

DESIGN METHOD: LOAD AND RESISTANCE FACTOR DESIGN

LIVE LOAD: HL-93 (DESIGN TRUCK OR TANDER) AND DESIGN LAKE LOAD)
DEAD LOAD: ASSUMES 36 LBS. PER SQ. FT. FOR BRIDGE DECK OVERLAY.
ASSUMES 5 LBS. PER SQ. FT. FOR PERMANENT STEEL DECK FORMS.

REINFORCED CONCRETE:

CLASS D CONCRETE: $f'_c = 4,500$ PSI
REINFORCING STEEL: $f_y = 60,000$ PSI

CAISSON CONCRETE:

CLASS BZ CONCRETE: $f'_c = 4,000$ PSI
REINFORCING STEEL: $f_y = 60,000$ PSI

PRECAST PRESTRESSED CONCRETE:

CLASS PS CONCRETE: $f'_c =$ (SEE DETAILS)

PRESTRESSING STEEL:

LOW RELAXATION STRANDS ASTM A416 GRADE 270

STRUCTURAL STEEL:

ASH20 M270 (ASTM A709) GRADE 36 $f_y = 36,000$ PSI
ASH20 M270 (ASTM A709) GRADE 50 $f_y = 50,000$ PSI

BRIDGE DESCRIPTION

29 ROAD BRIDGE IS A 7-SPAN STRUCTURE, VARIABLE OUT-TO-OUT WIDTH. 29 ROAD BRIDGE IS 7'-14" WIDE WITH 7'-14" SPACING OF EACH SIDE. VARIABLE WIDTH MEDANS AND PRESTRESSING TENDONS (STEEL MESH). THE BRIDGE CONSISTS OF THREE UNITS.

SOUTH UNIT IS 3 SPANS WITH PRECAST, SPLICED I GIRDERS WITH POST-TENSIONING

CENTER UNIT IS A SINGLE SPAN WITH PRECAST, PRESTRESSED I GIRDERS

NORTH UNIT IS 3 SPANS WITH PRECAST, PRESTRESSED I GIRDERS

CONNECTION TO 29 ROAD WITH RAILS IS A 5-SPAN STRUCTURE, VARIABLE OUT-TO-OUT WIDTH, VARIABLE SPACING, BRIDGE RAIL TYPE 7 AND 104 (SPECIAL) AND VARIABLE SIDEWALK WIDTH AT THE END OF THE RAIL. THE STRUCTURE INCLUDES 3 SPANS WITH PRECAST, PRESTRESSED I GIRDERS.

CROSS REFERENCE DRAWING NUMBER
(IF BLANK, REFERENCE IS TO SAME SHEET)



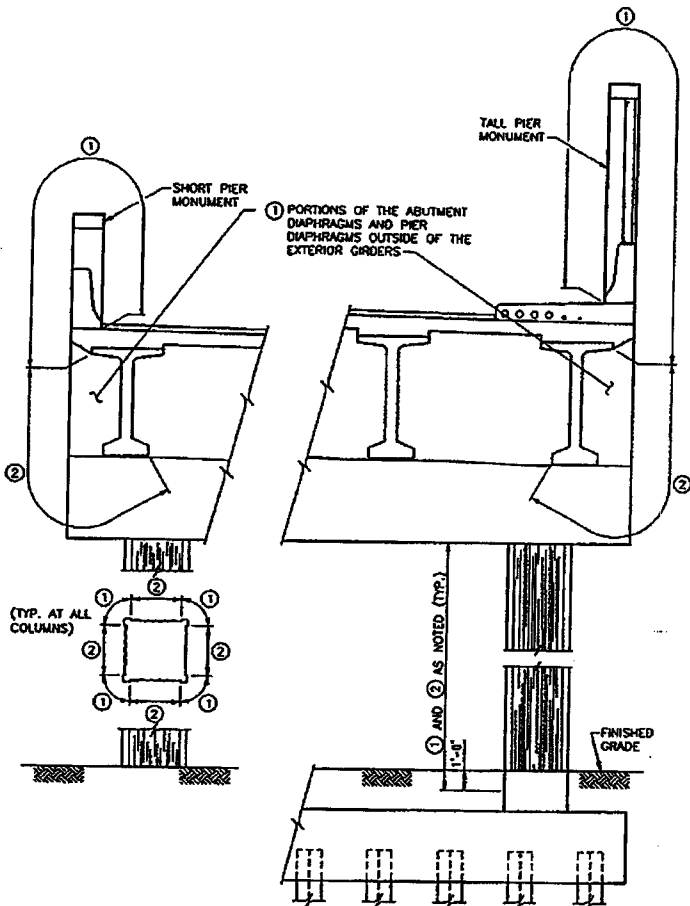
SECTION OR DETAIL IDENTIFICATION

REVISION	DATE	DRAWN BY	CHECKED BY	DATE	SCALE	
					PLAN	ELEVATION



29 Road and I-70B

29 ROAD BRIDGE
GENERAL INFORMATION -- 1
HI



COLORED STRUCTURAL CONCRETE COATING DIAGRAM

① LIMITS OF COLORED STRUCTURAL CONCRETE COATING INCLUDE ALL EXPOSED PORTIONS OF THE ABUTMENTS, ABUTMENT MONUMENTS, PIER CAP, PIER MONUMENTS, CURB AND THE PORTIONS OF THE PIER COLUMNS AND DECK SHOWN HEREIN. THE COLOR SHALL BE SAND BROWN, EQUIVALENT TO FEDERAL STANDARD 595B COLOR NO. 30450.

② LIMITS OF COLORED STRUCTURAL CONCRETE COATING INCLUDE THE PORTIONS OF THE EXTERIOR GRIDDERS AND PIER COLUMNS SHOWN HEREIN. THE COLOR SHALL BE DARK BROWN, EQUIVALENT TO FEDERAL STANDARD 595B COLOR NO. 30117.

INDEX OF DRAWINGS

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H2	GENERAL INFORMATION - 2	H73	29 ROAD BRIDGE - SOUTH UNIT - PIER 4 DIAPHRAGM DETAILS
H3	SUMMARY OF QUANTITIES	H74	29 ROAD BRIDGE - CENTER UNIT - PIER 4 DIAPHRAGM DETAILS
H4	29 ROAD BRIDGE - KEY	H75	29 ROAD BRIDGE - SOUTH UNIT - DECK REINFORCING SECTION
H5	29 ROAD BRIDGE - SOUTH UNIT GENERAL LAYOUT	H76	29 ROAD BRIDGE - SOUTH UNIT - DECK REINFORCING PLAN - 1
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H11	29 ROAD BRIDGE - RAMP UNIT GENERAL LAYOUT	H82	29 ROAD BRIDGE - NORTH UNIT - PIER 6 & 7 DIAPHRAGM DETAILS
H12	29 ROAD BRIDGE - RAMP UNIT - SECTION	H83	29 ROAD BRIDGE - NORTH UNIT - DECK REINFORCING SECTION
H13	29 ROAD BRIDGE - ENGINEERING GEOLOGY - 1	H84	29 ROAD BRIDGE - NORTH UNIT - DECK BOTTOM MAT REINFORCING PLAN
H14	29 ROAD BRIDGE - ENGINEERING GEOLOGY - 2	H85	29 ROAD BRIDGE - NORTH UNIT - DECK TOP MAT REINFORCING PLAN
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H24	29 ROAD BRIDGE - RAMP UNIT - CONSTRUCTION LAYOUT - 2	H95	29 ROAD BRIDGE - RAMP UNIT - DECK TOP MAT REINFORCING PLAN - 2
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H67	29 ROAD BRIDGE - CENTER UNIT - PRESTRESSED CONCRETE BT72 - 1		
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H70	29 ROAD BRIDGE - RAMP UNIT - PRESTRESSED CONCRETE BT63 - 1		
H71	29 ROAD BRIDGE - RAMP UNIT - PRESTRESSED CONCRETE BT63 - 2		

REVISION	DESCRIPTION	DATE	DRAWN BY	SCALE	ORIGINAL SCALE
REVISION A			SEC	AS SHOWN	AS SHOWN
REVISION B			SEM		
REVISION C			DATE		
REVISION D			DATE		

JACOBS
Engineering & Construction

29 Road and I-70B

29 ROAD BRIDGE GENERAL INFORMATION - 2	E2
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SUMMARY OF QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	SOUTH BRIDGE						CENTER BRIDGE	NORTH BRIDGE						RAMP BRIDGE						TOTAL				
			APPROACH SLAB	SUPER-STRUCTURE	ABUT. 1	PIER 2	PIER 3	PIER 4	SUPER-STRUCTURE	PIER 5	PIER 6	PIER 7	ABUT. 8	SUPER-STRUCTURE	APPROACH SLAB	APPROACH SLAB	SUPER-STRUCTURE	ABUT. 21	PIER 22	PIER 23	PIER 24		PIER 25	PIER 26		
206	STRUCTURE EXCAVATION	CY																								
206	STRUCTURE BACKFILL (CLASS 1)	CY																								
206	STRUCTURE BACKFILL (CLASS 2)	CY																								
206	MECHANICAL REINFORCEMENT OF SOIL	CY																								
206	SHORING	LS																								
403	HOT BITUMINOUS PAVEMENT (GRADING 5X) (100) (PG 64-22)	TON																								
502	STEEL PILING (HP 12x63)	LF																								
502	STEEL PILING (HP 14x89)	LF																								
512	BEARING DEVICE (TYPE I)	EA																								9
512	BEARING DEVICE (TYPE II)	EA																								10
513	BRIDGE DRAIN	EA																								
514	PEDESTRIAN FENCING (STEEL) (MESH) (120 INCH)	LF																								
514	PEDESTRIAN FENCING (STEEL) (MESH) (94 INCH)	LF																								
515	WATERPROOFING MEMBRANE	SF																								
518	BRIDGE EXPANSION DEVICE (0 - 4 INCH)	LF																								
601	CONCRETE CLASS D (BRIDGE)	CY																								
601	STRUCTURAL CONCRETE COATING	SF																								
602	REINFORCING STEEL	LB																								
602	REINFORCING STEEL (EPOXY COATED)	LB																								
606	BRIDGE RAIL TYPE 7	LF																								
608	BRIDGE RAIL TYPE 10M (SPECIAL)	LF																								
613	4 INCH ELECTRICAL CONDUIT (PLASTIC)	LF																								
618	PRESTRESSED CONCRETE I (BT 63)	LF																								
618	PRESTRESSED CONCRETE I (BT 72)	LF																								
618	PRESTRESSED CONCRETE I (BT 72 SPECIAL)	LF																								
618	PRESTRESSING WIRE/STRAND	M XIP FT																								

10/11/2011 10:00:00 AM C:\Users\jacobson\Documents\29 Road and I-70B\Summary of Quantities.dwg

REVISION Δ	DESCRIPTION	DATE	DRAWN BY	DATE	DESIGNED BY	DATE	CHECKED BY	DATE	APPROVED BY	DATE
REVISION Δ										
REVISION Δ										
REVISION Δ										

ORIGINAL SCALE
 PLAN
 PROFILE
 VERT.



29 Road and I-70B

29 ROAD BRIDGE
SUMMARY OF QUANTITIES

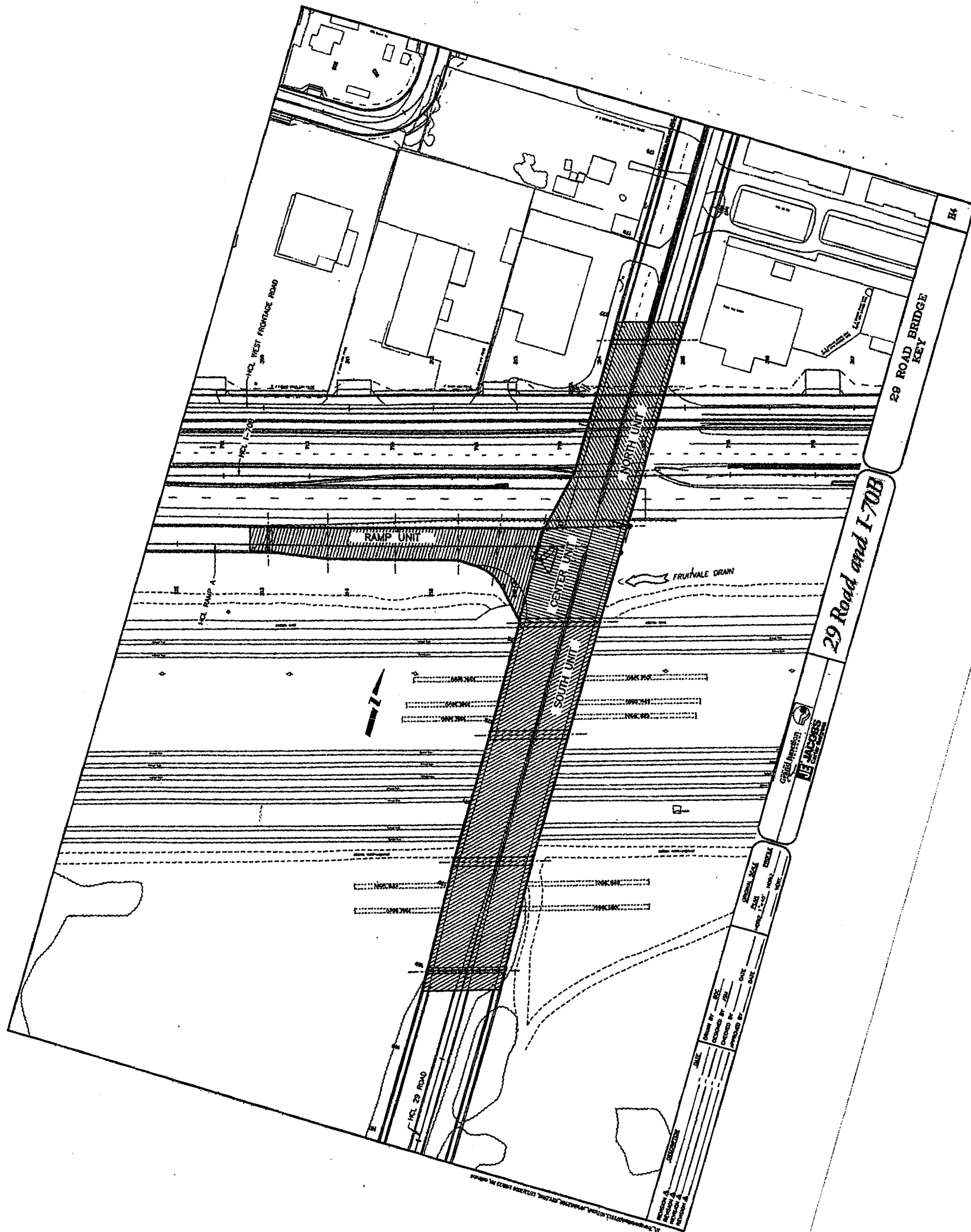
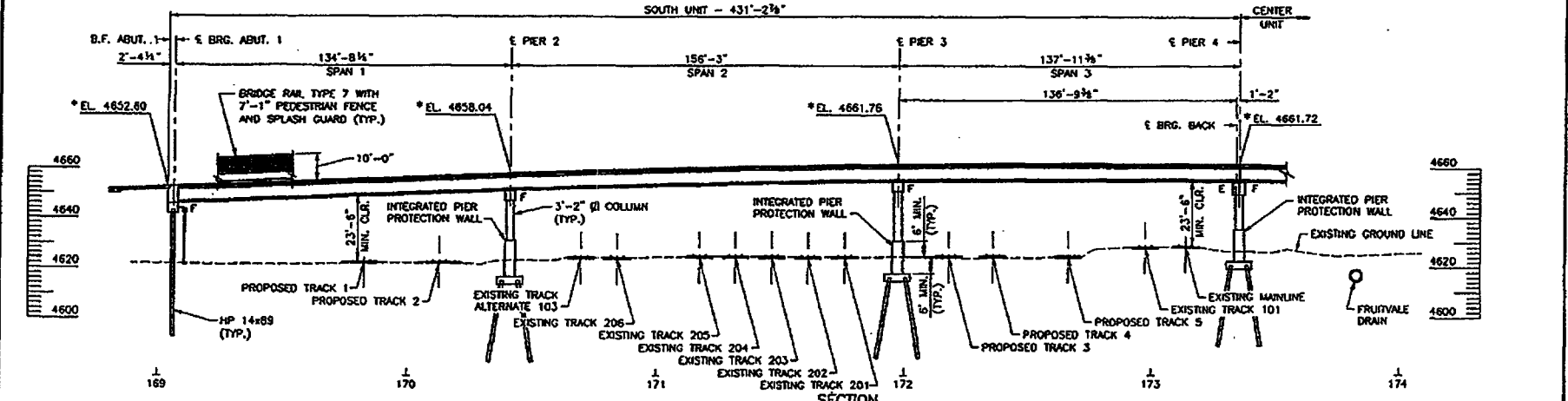
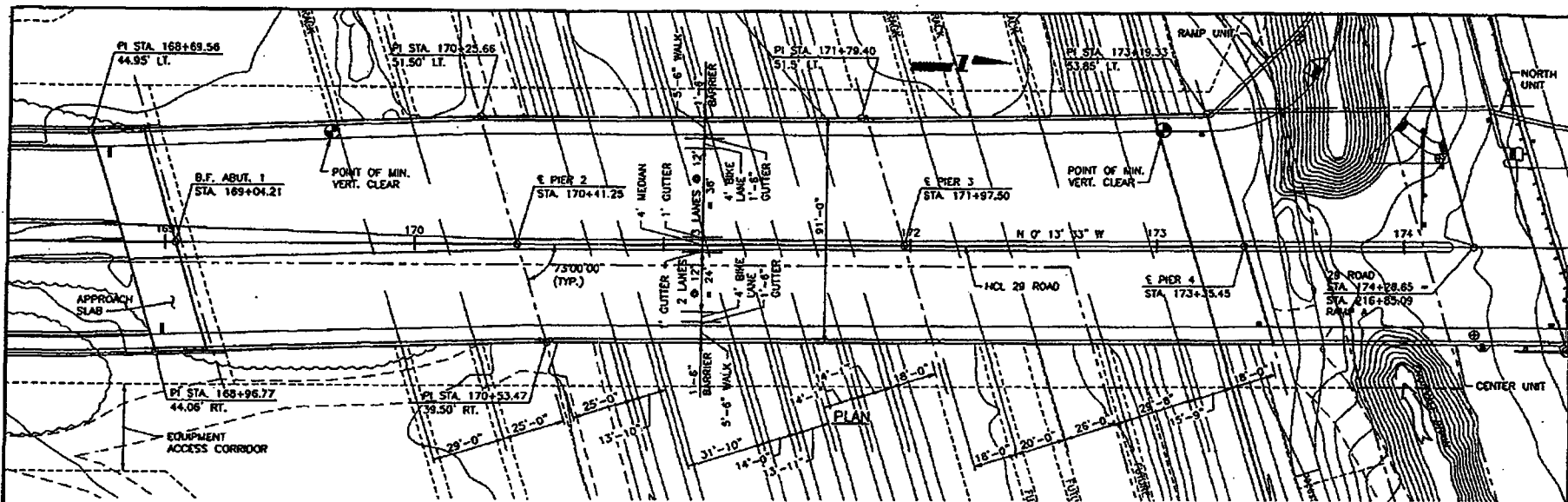
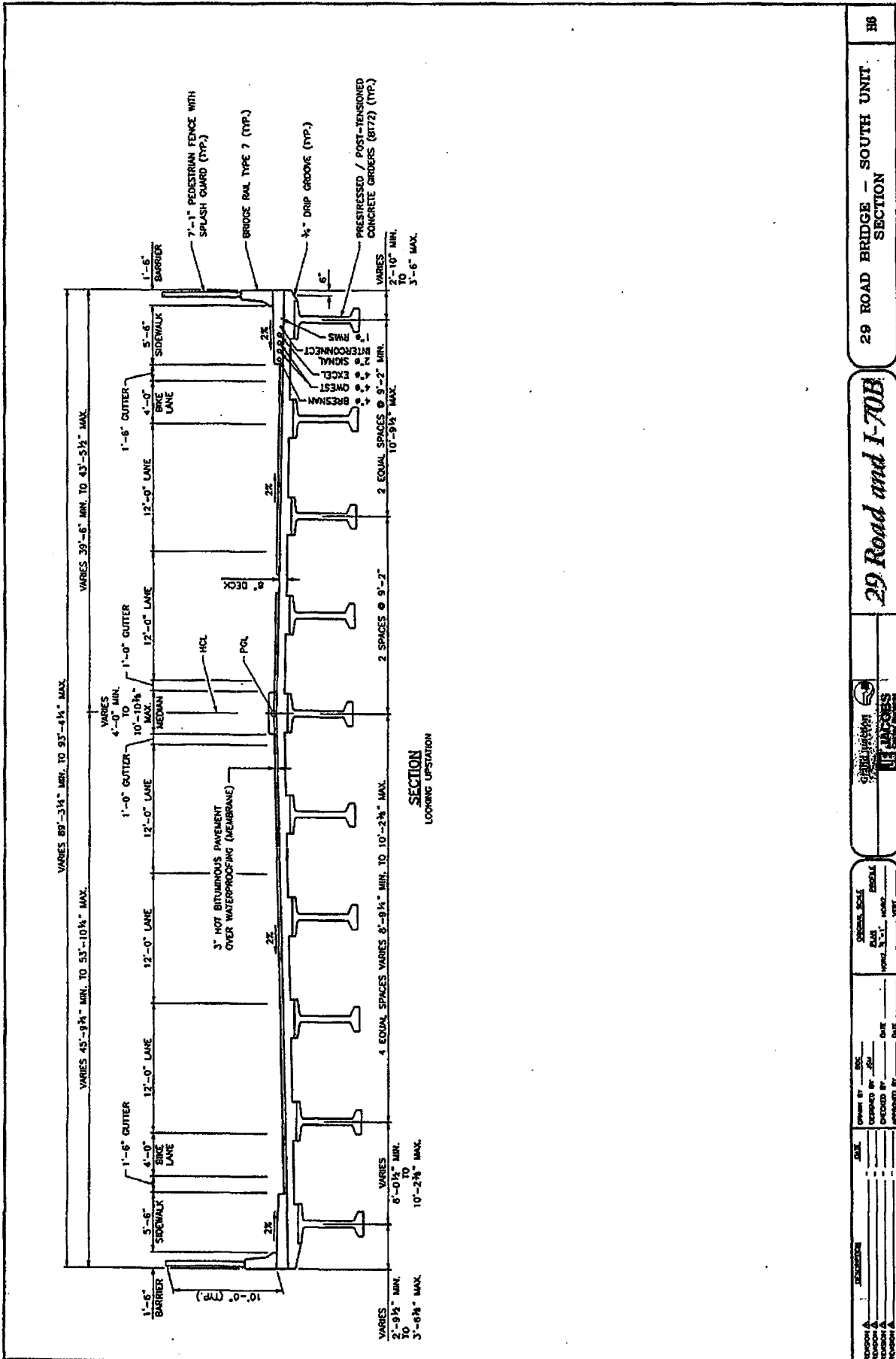


Exhibit A-1
Detailed Prints



SEE FOUNDATION LAYOUT FOR TEMPORARY SHORING LOCATIONS. TAKEN AT HORIZONTAL CONTROL LINE. VERIFY TOP OF RAIL ELEVATIONS PRIOR TO CONSTRUCTION.

REVISION # _____ REVISION # _____ REVISION # _____ REVISION # _____	DATE _____ DATE _____ DATE _____ DATE _____	DRAWN BY: <u>SDC</u> CHECKED BY: <u>SPH</u> DESIGNED BY: <u>SPH</u> APPROVED BY: <u>SPH</u>	ORIGINAL SCALE _____ PLAN _____ PROFILE _____ HORIZ. 1"=40' HORIZ. _____ VERT. _____		29 Road and I-70B	29 ROAD BRIDGE - SOUTH UNIT GENERAL LAYOUT	15
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B6
SECTION
29 ROAD BRIDGE - SOUTH UNIT

29 Road and I-70B



DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DESIGNED BY: _____
 APPROVED BY: _____

DATE: _____
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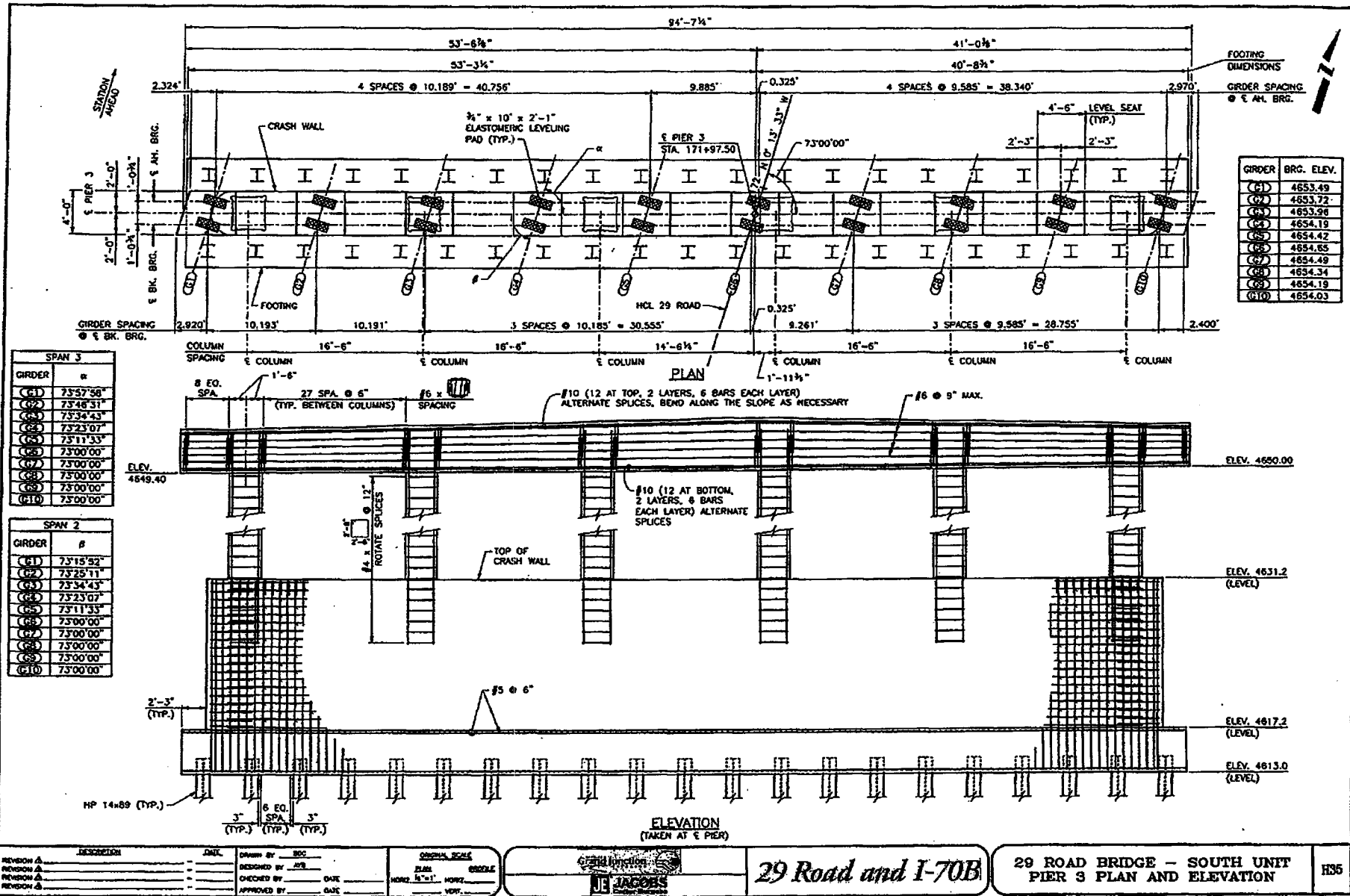




EXHIBIT A-2

To Public Road Crossing Overpass Agreement

Cover Sheet for the
Permanent Rights Legal Description

December 3, 2008
071913.402.1.0021

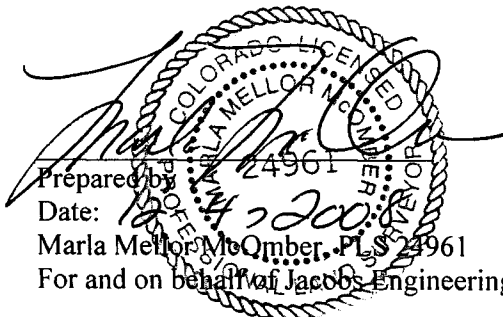
PROPERTY DESCRIPTION
Parcel UPRR #2 (H-17LA2)

A parcel of land being a portion of the tracts of land described in Book 29 at Page 251 recorded March 7, 1890, Book 560 at Page 177 recorded January 28, 1952, Book 46 at Page 284 recorded March 6, 1896 and Book 560 at Page 107 recorded January 24, 1952 in the Mesa County Clerk and Recorder's Office lying in the Southwest Quarter of the Northwest Quarter of Section 17 and the Southeast Quarter of the Northeast Quarter of Section 18, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Southwest Corner of said Southwest Quarter of the Northwest Quarter of Section 17 (a MCSM brass cap set in concrete, LS 2280 1/4 S18 S17 No.26-1) whence the Northwest Corner of said Section 17 (a 2 1/2" MCSM Brass Cap, illegible) bears N00°12'02"W a distance of 2641.65 feet (basis of bearing – assumed);
THENCE N10°21'29"W a distance of 403.51 feet to the POINT OF BEGINNING;

THENCE N00°13'33"W a distance of 428.41 feet;
THENCE N65°52'04"W a distance of 39.35 feet;
THENCE N73°01'04"E along the northerly line of said tracts of land described in Book 46 at Page 284 and Book 29 at Page 251 a distance of 162.50 feet;
THENCE S00°13'33"E a distance of 454.88 feet;
THENCE S72°46'27"W a distance of 125.22 feet to the POINT OF BEGINNING.

Containing 1.262 Acres (54,989 square feet), more or less.



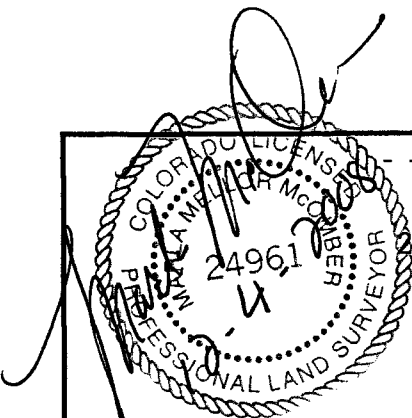
Prepared by
Date: 12/3/2008
Marla Mellor McOmber, PLS 24961
For and on behalf of Jacobs Engineering Group Inc.



EXHIBIT A-3

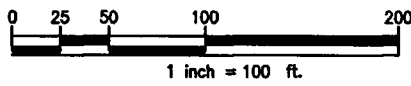
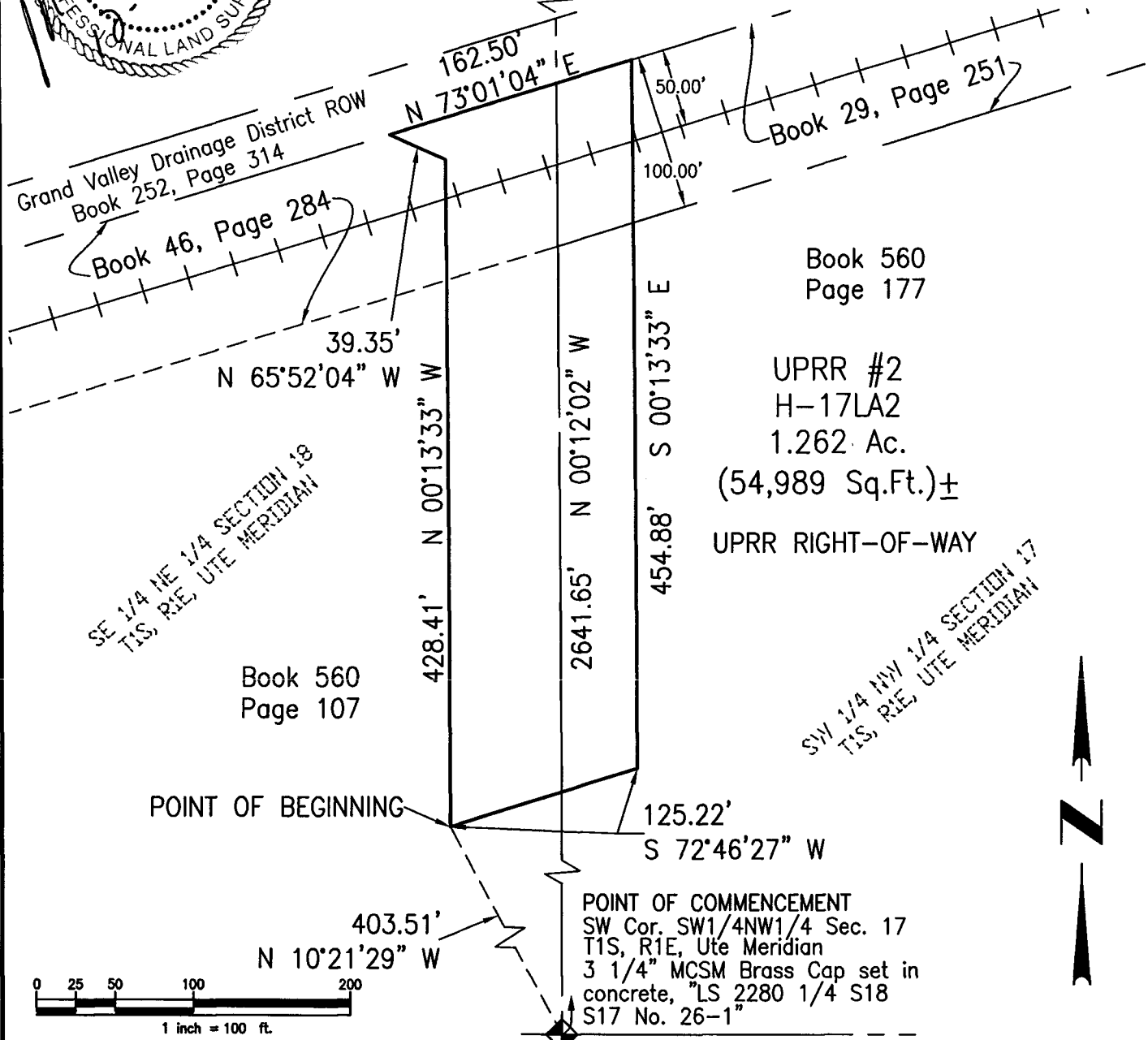
To Public Road Crossing Overpass Agreement

Cover Sheet for the
Illustrative Print of Permanent Rights Legal
Description



This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

NW Cor. Sec. 17
T1S, R1E, Ute Meridian
1/2" MCSM Brass Cap,
illegible



CARTER & BURGESS PROJECT NO.		071913	
CLIENT PROJECT NO.			
REVISION DESCRIPTION			
DRAWN	jsk	DATE	12/3/08
SCALE		1"=100'	
JACOBS			
707 17th Street, Suite 2300, Denver CO 80202 (303) 820-5240 Fax (303) 820-4842			
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY CARTER & BURGESS, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF CARTER & BURGESS SHALL BE AT THE SOLE RISK OF THE USER.			

29 ROAD AND I-70B GRAND JUNCTION COLORADO		
TITLE: EXHIBIT Parcel UPRR #2 (H-17LA2)		
REVISION:	DRAWING NO. H-17LA2.dwg	SHEET NO. 1 OF 1



EXHIBIT A-4

To Public Road Crossing Overpass Agreement

Cover Sheet for the
Temporary Rights Legal Descriptions

September 14, 2009
071913.402.1.0021

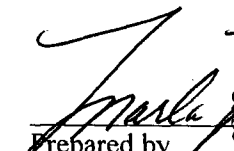
PROPERTY DESCRIPTION Parcel UPRR #TE-1 (H-17TE1)

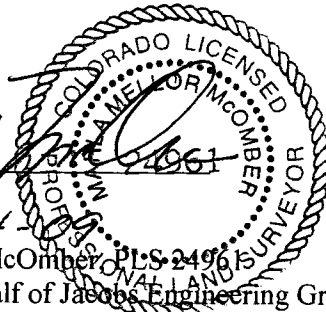
A parcel of land being a portion of the tract of land described in Book 560 at Page 107 recorded January 24, 1952 in the Mesa County Clerk and Recorder's Office lying in the Southeast Quarter of the Northeast Quarter of Section 18, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southeast Quarter of the Northeast Quarter of Section 18 (a MCSM brass cap set in concrete, LS 2280 1/4 S18 S17 No.26-1) whence the Northeast Corner of said Section 18 (a 2 1/2" MCSM Brass Cap, illegible) bears N00°12'02"W a distance of 2641.65 feet (basis of bearing – assumed);
THENCE N89°35'13"W along the southerly line of said Southeast Quarter of the Northeast Quarter of Section Eighteen a distance of 70.99 feet to the POINT OF BEGINNING;

THENCE N89°35'13"W continuing along the southerly line of said Southeast Quarter of the Northeast Quarter of Section 18 a distance of 25.00 feet;
THENCE N00°13'33"W a distance of 357.65 feet;
THENCE N29°28'31"W a distance of 20.47 feet;
THENCE N00°13'33"W a distance of 140.31 feet;
THENCE N73°02'10"E a distance of 36.55 feet;
THENCE S00°13'33"E a distance of 526.63 feet to the POINT OF BEGINNING.

Containing 14,576 square feet (0.335 acres), more or less.


Prepared by
Date: 9-14-09
Marla Mellor McOmber, PLS-2496
For and on behalf of Jacobs Engineering Group Inc.



September 14, 2009
071913.402.1.0021

PROPERTY DESCRIPTION
Parcel UPRR #2 (H-17TE2)

A parcel of land being a portion of the Northwest Quarter of Section 17, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Southwest Corner of said Northwest Quarter of Section 17 (a MCSM brass cap set in concrete, LS 2280 1/4 S18 S17 No.26-1) whence the Northwest Corner of said Section 17 (a 2 1/2" MCSM Brass Cap, illegible) bears N00°12'02"W a distance of 2641.65 feet (basis of bearing – assumed);

THENCE N89°59'13"E along the southerly line of said Northwest Quarter of Section 17 a distance of 48.76 feet;

THENCE N00°13'33"W a distance of 30.00 feet to the POINT OF BEGINNING;

THENCE N00°13'33"W a distance of 533.62 feet;

THENCE N73°02'10"E tangent with the following described curve, a distance of 2491.67 feet;

THENCE along the arc of a curve to the left, having a radius of 490.00 feet, a distance of 75.58 feet; (the chord of said arc bears N68°37'03"E a distance of 75.50 feet);

THENCE N64°11'56"E tangent with the last described curve, a distance of 153.65 feet;

THENCE S00°09'44"E along the easterly line of said Northwest Quarter of Section 17 a distance of 22.18 feet;

THENCE S64°11'56"W tangent with the following described curve, a distance of 144.05 feet;

THENCE along the arc of a curve to the right, having a radius of 510.00 feet, a distance of 78.66 feet; (the chord of said arc bears S68°37'03"W a distance of 78.58 feet);

THENCE S73°02'10"W tangent with the last described curve, a distance of 2435.03 feet;

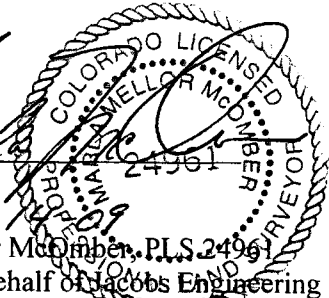
THENCE S00°13'33"E a distance of 125.17 feet;

THENCE S40°58'28"W a distance of 37.95 feet;

THENCE S00°13'33"E a distance of 377.18 feet;

THENCE S89°59'13"W a distance of 35.00 feet to the POINT OF BEGINNING.

Containing 1.743 Acres (75,937 square feet), more or less.


Prepared by
Date: 9-14-09
Marla Mellor McOmber, P.L.S. 24961
For and on behalf of Jacobs Engineering Group Inc.

September 14, 2009
071913.402.1.0021

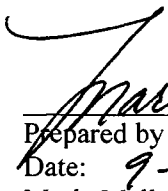

PROPERTY DESCRIPTION
Parcel UPRR #TE-3 (H-17TE3)

A parcel of land being a portion of the tract of land described in Book 560 at Page 107 recorded January 24, 1952 in the Mesa County Clerk and Recorder's Office lying in the Southeast Quarter of the Northeast Quarter of Section 18, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southeast Quarter of the Northeast Quarter of Section 18 (a MCSM brass cap set in concrete, LS 2280 1/4 S18 S17 No.26-1) whence the Northeast Corner of said Section 18 (a 2 1/2" MCSM Brass Cap, illegible) bears N00°12'02"W a distance of 2641.65 feet (basis of bearing – assumed);
THENCE N89°35'13"W along the southerly line of said Southeast Quarter of the Northeast Quarter of Section Eighteen a distance of 70.99 feet;
THENCE N00°13'33"W a distance of 679.97 feet to the POINT OF BEGINNING;

THENCE S73°02'27"W a distance of 52.21 feet;
THENCE N00°13'33"W a distance of 84.58 feet;
THENCE N73°00'34"E a distance of 52.22 feet;
THENCE S.00°13'33"E a distance of 84.61 feet to the POINT OF BEGINNING.

Containing 4,230 square feet (0.097 acres), more or less.


Prepared by 
Date: 9-14-09
Marla Mellor McOmber, PLS 2496
For and on behalf of Jacobs Engineering Group Inc.-

September 14, 2009
071913.402.1.0021


PROPERTY DESCRIPTION
Parcel UPRR #4 (H-17TE4)

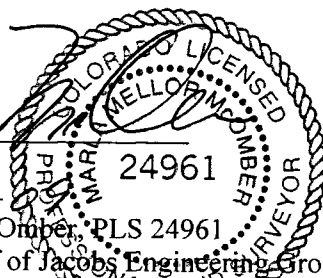
A parcel of land being a portion of Section 17, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 17 (a MCSM brass cap set in concrete, LS 2280 1/4 S18 S17 No.26-1) whence the Northwest Corner of said Section 17 (a 2 1/2" MCSM Brass Cap, illegible) bears N00°12'02"W a distance of 2641.65 feet (basis of bearing – assumed); THENCE N89°59'13"E along the southerly line of said Northwest Quarter of Section 17 a distance of 48.76 feet;
THENCE N00°13'33"W a distance of 716.95 feet to the POINT OF BEGINNING;

THENCE N00°13'33"W a distance of 84.68 feet;
THENCE N73°00'34"E a distance of 52.22 feet;
THENCE S00°13'33"E a distance of 48.15 feet;
THENCE N72°58'19"E tangent with the following described curve, a distance of 2788.71 feet;
THENCE along the arc of a curve to the left, having a radius of 190.00 feet, a distance of 96.60 feet; (the chord of said arc bears N58°24'23"E a distance of 95.57 feet);
THENCE along the arc of a curve to the right, tangent with the last described curve, having a radius of 75.00 feet, a distance of 35.89 feet; (the chord of said arc bears N57°32'59"E a distance of 35.55 feet);
THENCE N71°15'33"E tangent with the last and following described curves, a distance of 23.44 feet;
THENCE along the arc of a curve to the right, having a radius of 50.00 feet, a distance of 71.69 feet; (the chord of said arc bears S67°40'03"E a distance of 65.70 feet);
THENCE along the arc of a curve to the right, tangent with the last described curve, having a radius of 69.00 feet, a distance of 31.45 feet, (the chord of said arc bears S13°32'06"E a distance of 31.18 feet);
THENCE S00°28'33"E tangent with the last described curve, a distance of 34.17 feet;
THENCE S64°11'56"W a distance of 22.13 feet;
THENCE N00°28'33"W tangent with the following described curve, a distance of 26.82 feet;
THENCE along the arc of a curve to the left, having a radius of 49.00 feet, a distance of 17.88 feet; (the chord of said arc bears N10°55'47"W a distance of 17.78 feet);
THENCE S89°15'13"W non-tangent with the last and following described curve, a distance of 99.38 feet;
THENCE along the arc of a curve to the right, having a radius of 210.00 feet, a distance of 83.84 feet, (the chord of said arc bears S61°32'04"W a distance of 83.28 feet);
THENCE S72°58'19"W tangent with the last described curve, a distance of 2794.75 feet;
THENCE S00°13'33"E a distance of 15.66 feet;
THENCE S73°02'27"W a distance of 52.21 feet to the POINT OF BEGINNING.

Containing 1.569 Acres (68,359 square feet), more or less.


Prepared by _____
Date: 9-14-09
Marla Mellor McOmber, PLS 24961
For and on behalf of Jacobs Engineering Group Inc.



September 14, 2009
071913.402.1.0021

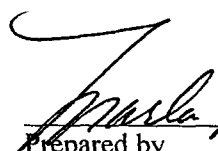
PROPERTY DESCRIPTION
Parcel UPRR #TE-5 (H-17TE5)


A parcel of land being a portion of the tract of land described in Book 560 at Page 107 recorded January 24, 1952 in the Mesa County Clerk and Recorder's Office lying in the Southeast Quarter of the Northeast Quarter of Section 18, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southeast Quarter of the Northeast Quarter of Section 18 (a MCSM brass cap set in concrete, LS 2280 1/4 S18 S17 No.26-1) whence the Northeast Corner of said Section 18 (a 2 1/2" MCSM Brass Cap, illegible) bears N00°12'02"W a distance of 2641.65 feet (basis of bearing – assumed);
THENCE N89°35'13"W along the southerly line of said Southeast Quarter of the Northeast Quarter of Section Eighteen a distance of 70.99 feet;
THENCE N00°13'33"W a distance of 814.36 feet to the POINT OF BEGINNING;

THENCE S72°59'55"W a distance of 69.11 feet;
THENCE N16°58'56"W a distance of 35.93 feet;
THENCE N73°01'04"E a distance of 42.48 feet;
THENCE S65°52'04"E a distance of 39.35 feet;
THENCE S00°13'33"E a distance of 10.48 feet to the POINT OF BEGINNING.

Containing 2,192 square feet (0.050 acres), more or less.


Prepared by
Date: 9-14-09
Marla Mellor McOmber, PLS 24961
For and on behalf of Jacobs Engineering Group Inc.



September 14, 2009
071913.402.1.0021

PROPERTY DESCRIPTION
Parcel UPRR #6 (H-17TE6)

A parcel of land being a portion of the Southwest Quarter of the Northwest Quarter of Section 17, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Southwest Corner of said Northwest Quarter of said Section 17 (a MCSM brass cap set in concrete, LS 2280 1/4 S18 S17 No.26-1) whence the Northwest Corner of said Section 17 (a 2 1/2" MCSM Brass Cap, illegible) bears N00°12'02"W a distance of 2641.65 feet (basis of bearing – assumed);

THENCE N89°59'13"E along the southerly line of said Northwest Quarter of Section 17 a distance of 48.76 feet;

THENCE N00°13'33"W a distance of 851.43 feet to the POINT OF BEGINNING;

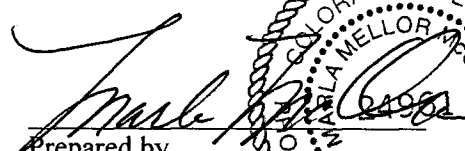
THENCE N00°13'33"W a distance of 37.45 feet;

THENCE N73°01'04"E a distance of 31.91 feet;

THENCE S16°58'56"E a distance of 35.85 feet;

THENCE S72°59'55"W a distance of 42.71 feet to the POINT OF BEGINNING.

Containing 1,338 square feet (0.031 Acres), more or less.


Prepared by
Date: 9-14-09
Marla Mellor McOmber, P.L.S. 21960
For and on behalf of Jacobs Engineering Group Inc.






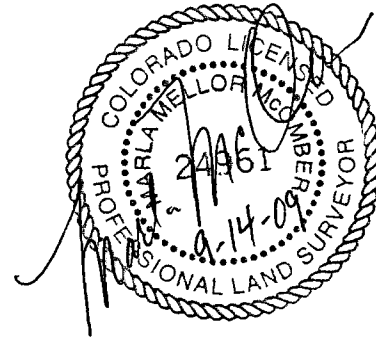
EXHIBIT A-5

To Public Road Crossing Overpass Agreement

Cover Sheet for the
Illustrative Print of Temporary Rights Legal
Descriptions

NE Cor. Sec. 18
T1S, R1E, Ute Meridian
2 1/2" MCSM Brass Cap, illegible

This exhibit does not represent a
monumented survey and is intended only
to depict the attached property description.



SE 1/4 NE 1/4 SECTION 18
T1S, R1E, UTE MERIDIAN

SW 1/4 NW 1/4 SECTION 17
T1S, R1E, UTE MERIDIAN

UPRR #1
TE H-17-1
14,576 Sq.Ft.
(0.335 Ac.)±

Book 560
Page 107

Book 560
Page 177

UPRR RIGHT-OF-WAY



N 89°35'13" W
25.00'

POINT OF
BEGINNING
TE H-17-1

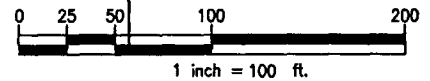
N'y line Bk 2 Pg 17

S'y line SE1/4NE1/4

Public Road Right-of-way D 1/2 Road
Road Book 2, Page 17

N 89°35'13" W
POINT OF COMMENCING
SE Cor. SE1/4NE1/4 Sec. 18
T1S, R1E, Ute Meridian
3 1/4" MCSM Brass Cap set in concrete,
"LS 2280 1/4 S18 S17 No. 26-1"

29 Road



CARTER & BURGESS PROJECT NO.		071913	
CLIENT PROJECT NO.			
REVISION DESCRIPTION			
DRAWN	jam	DATE	09/09/09
SCALE		1"=100'	
JACOBS™			
707 17th Street, Suite 2300, Denver CO 80202 (303) 820-5240 Fax (303) 820-4842			
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY CARTER & BURGESS, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF CARTER & BURGESS SHALL BE AT THE SOLE RISK OF THE USER.			

29 ROAD AND I-70B GRAND JUNCTION COLORADO		
TITLE: EXHIBIT Parcel UPRR #1 (TE H-17-1)		
REVISION:	DRAWING NO. H-17TE.dwg	SHEET NO. 1 OF 1

NW Cor. Sec. 17
T1S, R1E, Ute Meridian
2 1/2" MCSM Brass Cap, illegible

This exhibit does not represent a
monumented survey and is intended only to
depict the attached property description.



N 00°12'02" W 2641.65'
Basis of Bearings (assumed)

Interstate 70 Business Route

W'y line SW1/4NW1/4

N 00°13'33" W 533.62'

N 73°02'10" E 2491.67'
S 73°02'10" W 2435.03'

See Sheet 2 of 2

UPRR #2
TE H-17-2
1.743 Ac.
(75,937 Sq.Ft.)±

NW 1/4 SECTION 17
T1S, R1E, UTE MERIDIAN

POINT OF
BEGINNING
TE H-17-2

S 00°13'33" E
125.17'

S 40°58'28" W
37.95'

377.18'

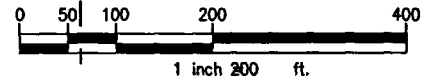
S 00°13'33" E

S 89°59'13" W
35.00'

N'y line Bk 2 Pg 17

POINT OF COMMENCING
SW Cor. SW1/4NW1/4 Sec. 17
T1S, R1E, Ute Meridian
3 1/4" MCSM Brass Cap set
in concrete, LS 2280 1/4 S18
S17 No. 26-1"

N 00°12'02" W 30.00' D 1/2
N 89°59'13" E 48.76' Road



CARTER & BURGESS PROJECT NO. 071913

CLIENT PROJECT NO.

REVISION DESCRIPTION

DRAWN	jarn	DATE	09/14/09	SCALE	1"=200'
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JACOBS

707 17th Street, Suite 2300, Denver CO 80202

(303) 820-5240 Fax (303) 820-4842

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29 ROAD AND I-70B
GRAND JUNCTION
COLORADO

TITLE:

EXHIBIT
Parcel UPRR #2 (TE H-17-2)

REVISION:

DRAWING NO.

SHEET NO.

H-17TE.dwg

1 OF 2

Interstate 70 Business Route

UPRR #2
TE H-17-2
1.743 Ac.
(75,937 Sq.Ft.)±

N 64°11'56" E
C1 153.65'
C2 144.05'
S 64°11'56" W

N 73°02'10" E 2491.67'
S 73°02'10" W 2435.03'

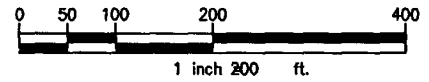
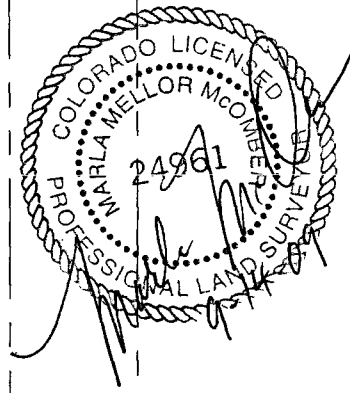
See Sheet 1 of 2

C1
R=490.00'
De=08°50'14"
A=75.58'
C=75.50'
CB=N 68°37'03" E

C2
R=510.00'
De=08°50'14"
A=78.66'
C=78.58'
CB=S 68°37'03" W

S 00°09'44" E 22.18'
E'ly line NW1/4

NW 1/4 SECTION 17
T1S, R1E, UTE MERIDIAN



This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

CARTER & BURGESS PROJECT NO.		071913	
CLIENT PROJECT NO.			
REVISION DESCRIPTION			
DRAWN	jam	DATE	09/14/09
SCALE		1"=200'	
JACOBS			
707 17th Street, Suite 2300, Denver CO 80202			
<small>(303) 820-3240 Fax (303) 820-4842</small>			
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY CARTER & BURGESS, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF CARTER & BURGESS SHALL BE AT THE SOLE RISK OF THE USER.			

29 ROAD AND I-70B GRAND JUNCTION COLORADO		
TITLE: EXHIBIT Parcel UPRR #2 (TE H-17-2)		
REVISION:	DRAWING NO. H-17TE.dwg	SHEET NO. 2 OF 2

This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

Interstate 70 Business Route

NE Cor. Sec. 18
T1S, R1E, Ute Meridian
2 1/2" MCSM Brass Cap, illegible

UPRR #3
TE H-17-3
4,230 Sq.Ft.
(0.097 Ac.)±

Book 560
Page 107

SE 1/4 NE 1/4 SECTION 18
T1S, R1E, UTE MERIDIAN

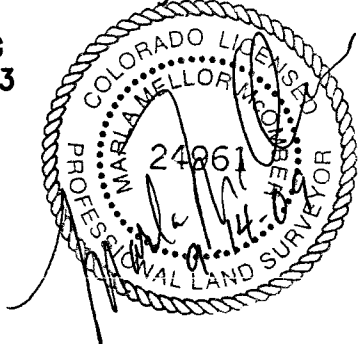
N 73°00'34" E
W 52.22'
N 00°13'33" E
S 00°13'33" E
84.58'
84.61'
N 52.21'
S 73°02'27" W

W'y line SW1/4NW1/4
Basis of Bearings (assumed)

SW 1/4 HWY 1/4 SECTION 17
T1S, R1E, UTE MERIDIAN

Book 560
Page 177

POINT OF BEGINNING
TE H-17-3

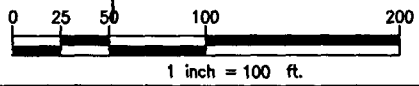


S'y line SE1/4NE1/4
N 89°35'13" W

POINT OF COMMENCING
SE Cor. SE1/4NE1/4 Sec. 18
T1S, R1E, Ute Meridian
3 1/4" MCSM Brass Cap set in concrete,
"LS 2280 1/4 S18 S17 No. 26-1"

N 00°13'33" W 679.97'
N 00°12'02" W 2641.65'
29 Road

N'y line Bk 2 Pg 17
Public Road Right-of-way D 1/2 Road
Road Book 2, Page 17



CARTER & BURGESS PROJECT NO.	071913
CLIENT PROJECT NO.	
REVISION DESCRIPTION	
DRAWN	jam
DATE	09/09/09
SCALE	1"=100'

JACOBS
707 17th Street, Suite 2300, Denver CO 80202
(303) 820-5240 Fax (303) 820-4842

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

29 ROAD AND I-70B GRAND JUNCTION COLORADO		
TITLE: EXHIBIT Parcel UPRR #3 (TE H-17-3)		
REVISION:	DRAWING NO. H-17TE.dwg	SHEET NO. 1 OF 1

NW Cor. Sec. 17
T1S, R1E, Ute Meridian
2 1/2" MCSM Brass Cap, illegible

This exhibit does not represent a
monumented survey and is intended only to
depict the attached property description.

Interstate 70 Business Route

W'y line SW1/4NW1/4
N 00°13'33" W 2641.65'
Basis of Bearings
(assumed)

W'y line SW1/4NW1/4
N 00°13'33" W 716.95'

POINT OF
BEGINNING
TE H-17-4

N 00°13'33" W 84.68'

N 00°13'33" W 52.21'

S 00°13'33" E 15.66'

S 73°02'27" W 52.21'

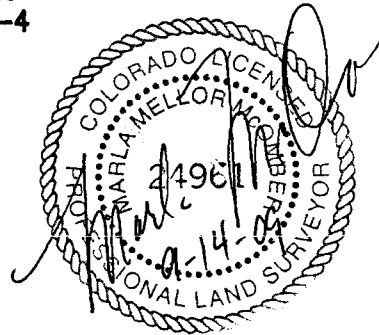
S 73°00'34" E 52.22'

S 00°13'33" E 48.15'

N 72°58'19" E 2788.71'

S 72°58'19" W 2794.75'

UPRR #4
TE H-17-4
1.569 Ac.
(68,359 Sq.Ft.)±



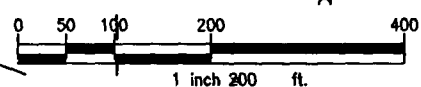
NW 1/4 SECTION 17
T1S, R1E, UTE MERIDIAN

See Sheet 2 of 2

POINT OF COMMENCING
SW Cor. SW1/4NW1/4 Sec. 17
T1S, R1E, Ute Meridian
3 1/4" MCSM Brass Cap set
in concrete, LS 2280 1/4 S18
S17 No. 26-1"

N 89°59'13" E 48.76' Road

N'y line Bk 2 Pg 17
D 1/2



CARTER & BURGESS PROJECT NO.		071913	
CLIENT PROJECT NO.			
REVISION DESCRIPTION			
DRAWN	jam	DATE	09/14/09
SCALE		1"=200'	
JACOBS			
707 17th Street, Suite 2300, Denver CO 80202 (303) 820-5240 Fax (303) 820-4842			
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29 ROAD AND I-70B GRAND JUNCTION COLORADO		
TITLE: EXHIBIT Parcel UPRR #4 (TE H-17-4)		
REVISION:	DRAWING NO. H-17TE.dwg	SHEET NO. 1 OF 2

See Sheet 1 of 2

Interstate 70 Business Route

N 72°58'19" E 2788.71'
S 72°58'19" W 2794.75'

N 71°15'33" E
23.44'

S 89°15'13" W 99.38'
N 00°28'33" W 26.82'
S 00°28'33" E 34.17'

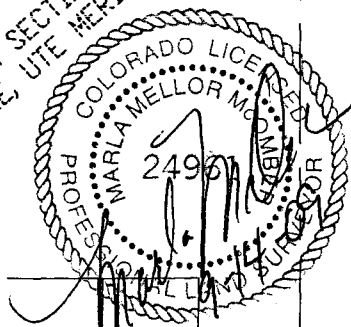
UPRR #4
TE H-17-4
1.569 Ac.
(68,359 Sq.Ft.)±

- C3
R=190.00'
De=29°07'52"
A=96.60'
C=95.57'
CB=N 58°24'23" E
- C4
R=75.00'
De=27°25'08"
A=35.89'
C=35.55'
CB=N 57°32'59" E
- C5
R=50.00'
De=82°08'48"
A=71.69'
C=65.70'
CB=S 67°40'03" E
- C6
R=69.00'
De=26°07'06"
A=31.45'
C=31.18'
CB=S 13°32'06" E

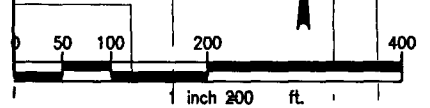
Eily line NW1/4

- C7
R=49.00'
De=20°54'27"
A=17.88'
C=17.78'
CB=N 10°55'47" W
- C8
R=210.00'
De=22°52'29"
A=83.84'
C=83.28'
CB=S 61°32'04" W

NW 1/4 SECTION 17
T1S, R1E, UTE MERIDIAN



NE 1/4 SECTION 17
T1S, R1E, UTE MERIDIAN



This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

CARTER & BURGESS PROJECT NO.	071913
CLIENT PROJECT NO.	
REVISION DESCRIPTION	
DRAWN	jam
DATE	09/14/09
SCALE	1"=200'

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29 ROAD AND I-70B
GRAND JUNCTION
COLORADO

TITLE:

EXHIBIT
Parcel UPRR #4 (TE H-17-4)

REVISION:

DRAWING NO.

H-17TE.dwg

SHEET NO.

2 OF 2

This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

NE Cor. Sec. 18
T1S, R1E, Ute Meridian
2 1/2" MCSM Brass Cap, illegible

Interstate 70 Business Route

S 65°52'04" E 39.35'
N 73°01'04" E 42.48'
N 16°58'56" W 35.93'

UPRR #5
TE H-17-5
2,192 Sq.Ft.
(0.050 Ac.)±

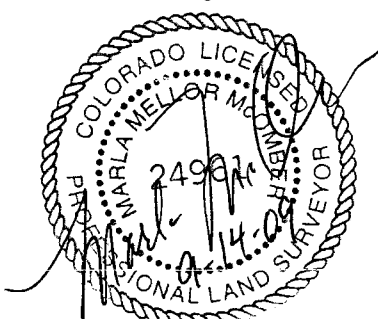
Book 560
Page 107

SE 1/4 NE 1/4 SECTION 18
T1S, R1E, UTE MERIDIAN

POINT OF BEGINNING
TE H-17-5

SW 1/4 NW 1/4 SECTION 17
T1S, R1E, UTE MERIDIAN

Book 560
Page 107



W'y line SW1/4NW1/4
N 00°12'02" W 2641.65'
Basis of Bearings(assumed)

N 00°13'33" W 814.36'

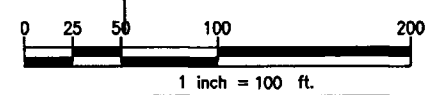
N'y line Bk 2 Pg 17

S'y line SE1/4NE1/4

N 89°35'13" W
POINT OF COMMENCING
SE Cor. SE1/4NE1/4 Sec. 18
T1S, R1E, Ute Meridian
3 1/4" MCSM Brass Cap set in concrete,
"LS 2280 1/4 S18 S17 No. 26-1"

Public Road Right-of-way D 1/2 Road
Road Book 2, Page 17

29 Road



CARTER & BURGESS PROJECT NO.		071913	
CLIENT PROJECT NO.			
REVISION DESCRIPTION			
DRAWN	jarn	DATE	09/09/09
SCALE		1"=100'	
JACOBS			
707 17th Street, Suite 2300, Denver CO 80202 <small>(303) 820-8240 Fax (303) 820-4842</small>			
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29 ROAD AND I-70B GRAND JUNCTION COLORADO		
TITLE: EXHIBIT Parcel UPRR #5 (TE H-17-5)		
REVISION:	DRAWING NO. H-17TE.dwg	SHEET NO. 1 OF 1

This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

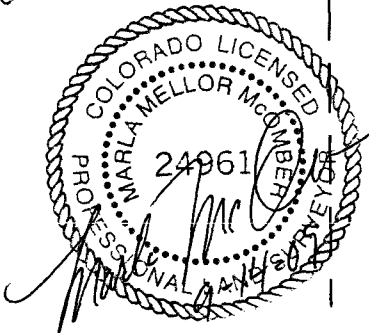
NW Cor. Sec. 17
T1S, R1E, Ute Meridian
2 1/2" MCSM Brass Cap, illegible

Interstate 70 Business Route

POINT OF BEGINNING
TE H-17-6

UPRR #6
TE H-17-6
1,338 Sq.Ft.
0.031 Ac.)±

SE 1/4 NE 1/4 SECTION 18
T1S, R1E, UTE MERIDIAN



SW 1/4 NW 1/4 SECTION 17
T1S, R1E, UTE MERIDIAN



S'y line SE1/4NE1/4

W'y line SW1/4NW1/4

N 00°12'02" W 2641.65'
(Basis of Bearing - assumed)
N 00°13'33" W 851.43'

29 Road

N'y line Bk 2 Pg 17

Public Road Right-of-way

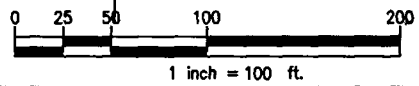
S'y line NW1/4 S17

Road Book 2, Page 17

D 1/2 Road

N 89°59'13" E 48.76'

POINT OF COMMENCING
SW Cor. SW1/4NW1/4 Sec. 17
T1S, R1E, Ute Meridian
3 1/4" MCSM Brass Cap set in concrete,
"LS 2280 1/4 S18 S17 No. 26-1"



CARTER & BURGESS PROJECT NO.		071913	
CLIENT PROJECT NO.			
REVISION DESCRIPTION			
DRAWN	jam	DATE	09/09/09
SCALE	1"=100'		

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29 ROAD AND I-70B
GRAND JUNCTION
COLORADO

TITLE:
EXHIBIT
Parcel UPRR #6 (TE H-17-6)

REVISION:	DRAWING NO. H-17TE.dwg	SHEET NO. 1 OF 1
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EXHIBIT A-6

To Public Road Crossing Overpass Agreement

Cover Sheet for the
Fee Parcel Legal Description

December 3, 2008
071913.402.1.0021
Revised: September 14, 2009

PROPERTY DESCRIPTION
Parcel UPRR #1Rev (H-17LA1Rev)

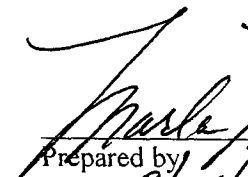
A parcel of land being a portion of the tract of land described in Book 560 at Page 177 recorded January 28, 1952 and a portion of the tract of land described in Book 560 at Page 107 recorded January 24, 1952 in the Mesa County Clerk and Recorder's Office lying in the Southwest Quarter of the Northwest Quarter of Section 17 and the Southeast Quarter of the Northeast Quarter of Section 18, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado and being more particularly described as follows:

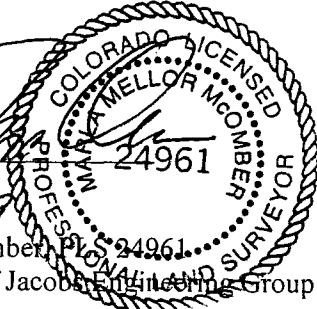
BEGINNING at the Southwest Corner of said Southwest Quarter of the Northwest Quarter of Section 17 (a MCSM brass cap set in concrete, LS 2280 1/4 S18 S17 No.26-1) whence the Northwest Corner of said Section 17 (a 2 1/2" MCSM Brass Cap, illegible) bears N00°12'02"W a distance of 2641.65 feet (basis of bearing – assumed);

THENCE N89°35'13"W along the southerly line of said Southeast Quarter of the Northeast Quarter of Section 18 a distance of 70.99 feet;
THENCE N00°13'33"W a distance of 396.42 feet;
THENCE N72°46'27"E a distance of 125.22 feet;
THENCE S00°13'33"E a distance of 434.01 feet;
THENCE S89°59'13"W along the southerly line of said Southwest Quarter of the Northwest Quarter of Section 17 a distance of 48.76 feet to the POINT OF BEGINNING.

Containing 1.142 Acres (49,735 square feet), more or less.

Of the above described parcel, 1,463 square feet (0.034 acres) fall within the Public Road Right-of-way as shown in Road Book 2 at Page 17 and recorded January 18, 2007 in Book 4336 at Page 844 in the Mesa County Clerk and Recorder's Office.


Prepared by
Date: 9/14/09
Marla Mellor McOmber, PLS 24961
For and on behalf of Jacobs Engineering Group Inc.



K:\071913-29 Rd_170-B\Desc\Legals\H-17LA1Rev.doc

Page 1 of 1

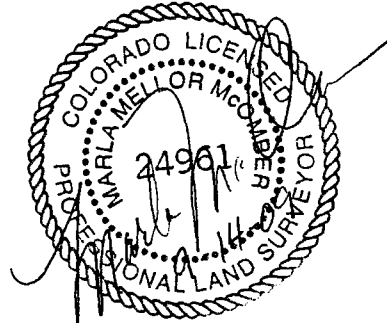


EXHIBIT A-7

To Public Road Crossing Overpass Agreement

Cover Sheet for the
Illustrative Print of Fee Parcel Legal
Description

This exhibit does not represent a monumented survey and is intended only to depict the attached property description.



NW Cor. Sec. 17
T1S, R1E, Ute Meridian
2 1/2" MCSM Brass Cap,
illegible

125.22'
N 72°46'27" E

SE 1/4 NE 1/4 SECTION 18
T1S, R1E, UTE MERIDIAN

Book 560
Page 107

396.42' N 00°13'33" W

W'y line SW1/4NW1/4

2641.65' N 00°12'02" W
Basis of Bearings(assumed)

434.01' S 00°13'33" E

Book 560
Page 177

SW 1/4 NW 1/4 SECTION 17
T1S, R1E, UTE MERIDIAN

UPRR RIGHT-OF-WAY
UPRR #1
H-17LA1Rev
1.142 Ac.
(49,735 Sq.Ft.)±

1,463 square feet
(0.034 acres)±

N'y line Bk 2 Pg 17



70.99'

N 89°35'13" W

S'y line SE1/4NE1/4

Public Road Right-of-way D 1/2 Road 30.00'
Road Book 2, Page 17

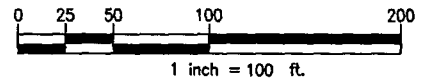
60.00'

POINT OF BEGINNING
SW Cor. SW1/4NW1/4 Sec. 17
T1S, R1E, Ute Meridian
3 1/4" MCSM Brass Cap set in
concrete, "LS 2280 1/4 S18
S17 No. 26-1"

29 Road

48.76'
S89°59'13"W

S'y line
SW1/4NW1/4



CARTER & BURGESS PROJECT NO.		071913	
CLIENT PROJECT NO.			
REVISION DESCRIPTION		09/14/09-Revised parcel configuration	
DRAWN	jsk	DATE	11/3/08
SCALE		1"=100'	

JACOBS

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29 ROAD AND I-70B
GRAND JUNCTION
COLORADO

TITLE:
EXHIBIT
Parcel UPRR #1 (H-17LA1)Rev

REVISION:	DRAWING NO.	SHEET NO.
1	H-17LA1Rev.dwg	1 OF 1



EXHIBIT B

To Public Road Crossing Overpass Agreement

Cover Sheet for the
General Terms and Conditions

EXHIBIT B

TO PUBLIC ROAD CROSSING OVERPASS AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1 - CONDITIONS AND COVENANTS

- a) The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The City shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the City shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the City for the purpose of conveying electric power or communications incidental to the City's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the City to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.
- b) The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes in such manner as not unreasonably to interfere with its use as a public highway. In the event the Railroad shall place tracks upon the Crossing Area, the City shall, at its sole cost and expense, modify the highway to conform with the rail line.
- c) The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or not, and also to any renewals thereof. The City shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the railroad property, unless the City at its own expense settles with and obtains releases from such nonparties.
- d) The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; also the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to any highway facilities located upon the property, provided that such attachments shall comply with City's specifications and will not interfere with the use of the Crossing Area.
- e) So far as it lawfully may do so, the City will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.
- f) If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the City will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF STRUCTURE

- a) The City, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.
- b) Except as may be otherwise specifically provided herein, the City, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the City shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.
- c) All construction work of the City upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering - Design of the Railroad or his authorized representative and in accordance with the Plans, the Railroad's Minimum Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.
- d) All construction work of the City shall be performed diligently and completed within a reasonable time, and in any event within three (3) years from the effective date of this Agreement, or within such further period of time as may be specified in writing by the Railroad's Assistant Vice President Engineering - Design. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that

m. Movement or stoppage of trains, engines or cars may cause delays in the work of the City. The City hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against the Railroad.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the City, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the City is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the City at the City's own expense, or by the Railroad at the expense of the City, and to the satisfaction of the Railroad's Assistant Vice President Engineering - Design.

SECTION 4 - PAYMENT FOR WORK BY THE RAILROAD

a) Bills for work and materials shall be paid by the City within thirty (30) days of its receipt thereof. The Railroad will submit to the City current bills for all work performed by the Railroad and all flagging and other protective services and devices during progress of the Project (unless flagging is to be billed directly to the Contractor). The Railroad will submit final billing within one hundred and twenty (120) days after completion of the Project, provided the City advises the Railroad of the commencement of the 120-day period by giving the Railroad written notification of completion of the Project.

b) The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the City of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the City shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

a) The City, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or over-painting involving the Structure.

b) The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the City that the work will be performed in a safe manner and in conformity with the following standards:

a) **Definitions.** All references in this Agreement to the City shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the City shall include work both within and outside of the Railroad's property.

b) **Compliance With Laws.** The City shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The City shall use only such methods as are consistent with safety, both as concerns the City, the City's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The City (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the City to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the City shall reimburse and indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The City further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

c) **No Interference or Delays.** The City shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

d) **Supervision.** The City, at its own expense, shall adequately police and supervise all work to be performed by the City, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the City for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the City with any

requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the City will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

e) **Suspension of Work.** If at any time the City's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the City is being or is about to be done or prosecuted without due regard and precaution for safety and security, the City shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

f) **Removal of Debris.** The City shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the City at the City's own expense or by the Railroad at the expense of the City. The City shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

g) **Explosives.** The City shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

h) **Excavation.** The City shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The City shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The City, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

i) **Drainage.** The City, at the City's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The City, at the City's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the City, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The City shall not obstruct or interfere with existing ditches or drainage facilities.

j) **Notice.** Before commencing any work, the City shall provide at least ten (10) days prior notice (excluding weekends and holidays) to the Railroad's Manager-Track Maintenance.

k) **Fiber Optic Cables.** Fiber optic cable systems may be buried on the 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. City shall telephone the 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 the Railroad's premises to be used by the City. If it is, City will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the City, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the City shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - REMEDIES FOR BREACH OR NONUSE

- a) If the City shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the City will reimburse the Railroad for the expenses thereof.
- b) Nonuse by the City of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the City hereunder.
- c) The City will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 10 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the City and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the City shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the City and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

SECTION 11 - ASSIGNMENT; SUCCESSORS AND ASSIGNS

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

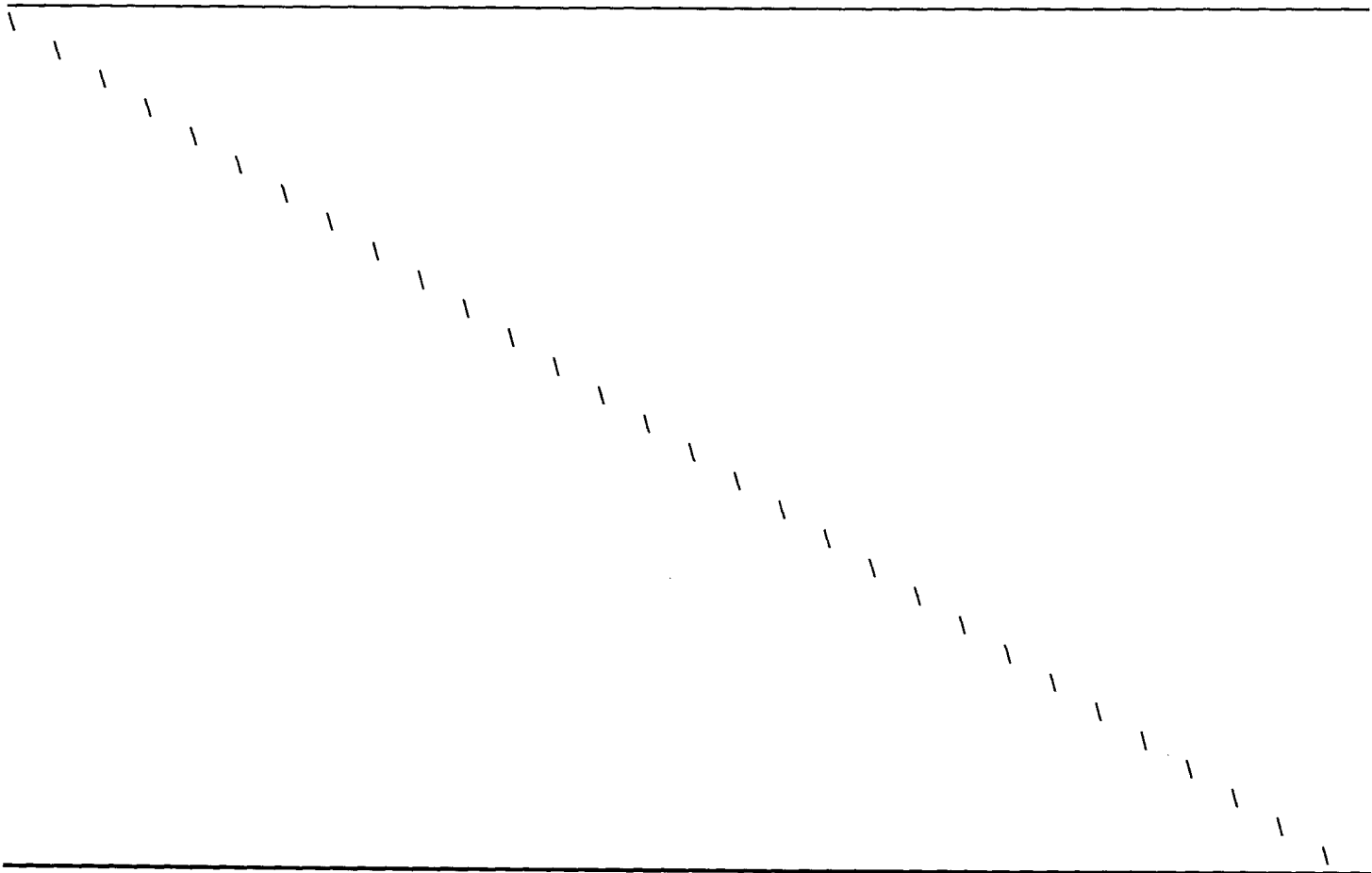




EXHIBIT B-1

To Public Road Crossing Overpass Agreement

Cover Sheet for the
Contract Insurance Requirements

EXHIBIT B-1

TO PUBLIC ROAD CROSSING OVERPASS AGREEMENT

CONTRACT INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. Umbrella or Excess insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless:

- insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or
- all punitive damages are prohibited by all states in which this agreement will be performed.

H. Contractor waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the

extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Contractor required by this agreement.

I. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

J. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

The background of the page is a large, faded Union Pacific shield logo. The shield is filled with a halftone dot pattern. The words "UNION" and "PACIFIC" are printed in large, white, sans-serif capital letters across the top and middle of the shield, respectively. The shield has a pointed top and a pointed bottom.

EXHIBIT C

To Public Road Crossing Overpass Agreement

Cover Sheet for the Railroad's
Minimum Construction Requirements

EXHIBIT C

TO PUBLIC ROAD CROSSING OVERPASS AGREEMENT

MINIMUM CONSTRUCTION REQUIREMENTS

1.01 DESCRIPTION

This project includes construction work within the right-of-way and/or properties of the Union Pacific Railroad Company ("UPRR") and adjacent to its tracks, wire lines and other facilities. This section describes the minimum special requirements for coordination with UPRR when work by the Contractor will be performed upon, over or under the UPRR right-of-way or may impact current or future UPRR operations. The Contractor will coordinate with UPRR while performing the work outlined in this Contract, and shall afford the same cooperation with UPRR as it does with the City. All submittals and work shall be completed in accordance with UPRR Guidelines and AREMA recommendations as modified by these minimum special requirements or as directed in writing by the UPRR Designated Representative.

For purposes of this project, the UPRR Designated Representative shall be the person or persons designated by the UPRR Manager of Industry and Public Projects to handle specific tasks related to the project.

1.02 DEFINITION OF CITY AND CONTRACTOR

As used in these UPRR requirements, the term "City" shall mean the Political Body.

As used in these UPRR requirements, the term "Contractor" shall mean the contractor or contractor's hired by the City to perform any project work on any portion of UPRR's property and shall also include the contractor's subcontractor's and the contractor's and subcontractor's respective officer, agents and employees, and others acting under its or their authority.

1.03 CONTACTS

The primary City point of contact for this project is:

*Paul Jagim
Project Engineer
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501-2668
Phone: 970-244-1542*

The primary UPRR point of contact for this project is:

*Kelly Abaray
Manager Industry & Public Projects
Union Pacific Railroad Company
1400 West 52nd Avenue
Denver, CO 80221
Phone: 303-405-5039
Fax: 303-964-4097*

For UPRR flagging services and track work, contact:

*Bobby Cordova
Manager Track Maintenance
Union Pacific Railroad Company
2790 D Road
Grand Junction, CO 81501
Phone: 970-248-4254
Fax: 970-248-4216*

1.04 REQUEST FOR INFORMATION / CLARIFICATION

All Requests for Information ("RFI") involving work within any UPRR right-of-way shall be in accordance with the procedures listed elsewhere in these bid documents. All RFI's shall be submitted to the Engineer of Record. The Engineer of Record will submit the RFI to the UPRR Designated Representative for review and approval for RFI's corresponding to work within the UPRR right-of-way. The Contractor shall allow four (4) weeks for the review and approval process by UPRR.

1.05 PLANS / SPECIFICATIONS

The plans and specifications for this project, affecting the UPRR, are subject to the written approval by the UPRR and changes in the plans may be required after award of the Contract. Such changes are subject to the approval of the City and the UPRR.

1.06 UTILITIES AND FIBER OPTICS

All installations shall be constructed in accordance with current AREMA recommendations and UPRR specifications and requirements. UPRR general guidelines and the required application forms for utility installations can be found on the UPRR website at uprr.com.

1.07 GENERAL

- A. Contractor shall perform all its work in compliance with all applicable UPRR and FRA rules and regulations. Contractor shall arrange and conduct its work in such manner and at such times as shall not endanger or interfere with the safe operation of the tracks and property of UPRR and the traffic moving on such tracks, or the wires, signals and other property of UPRR, its tenants or licensees, at or in the vicinity of the Work. UPRR shall be reimbursed by Contractor or City for train delay cost and lost revenue claims due to any delays or interruption of train operations resulting from Contractor's construction or other activities.
- B. Construction activities will be permitted within 12 feet of the operational tracks only if absolutely necessary and UPRR's Designated Representative grants approval. Construction activities within 12 feet of the operational track(s) must allow the tracks to stay operational.
- C. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail.
- D. The Contractor is also advised that new railroad facilities within the project may be built by UPRR and that certain Contractor's activities cannot proceed until that work is completed. The Contractor shall be aware of the limits of responsibilities and allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the UPRR.

1.08 RAILROAD OPERATIONS

- A. The Contractor shall be advised that trains and/or equipment are expected on any track, at any time, in either direction. Contractor shall be familiar with the train schedules in this location and structure its bid assuming intermittent track windows in this period, as defined in Paragraph B below.
- B. All railroad tracks within and adjacent to the Contract Site are active, and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations will occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with railroad operations.
- C. Work windows for this Contract shall be coordinated with the City's and the UPRR's Designated Representatives. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
 - 1. **Conditional Work Window:** A Conditional Work Window is a period of time that railroad operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a UPRR flag person will be required. At the direction of the UPRR flag person, upon approach of a train, and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet, or as directed by the UPRR Designated Representative, from the tracks). Conditional Work Windows are available for the Project.
 - 2. **Absolute Work Window:** An Absolute Work Window is a period of time that construction activities are given priority over railroad operations. During this time frame the designated railroad track(s) will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window the railroad tracks and/or signals must be completely operational for train operations and all UPRR, Public Utilities Commission (PUC) and Federal Railroad Administration (FRA) requirements, codes and regulations for operational tracks must be complied with. In the situation where the operating tracks and/or signals have been affected, the UPRR will perform inspections of the work prior to placing that track back into service. UPRR flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will not generally be granted. Any request will require a detailed explanation for UPRR review.**

1.09 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work on or over the property of, or affecting the facilities of, the UPRR, the Contractor shall enter into an agreement with the UPRR in the form of the "Contractor's Right of Entry Agreement", attached as **Exhibit D**, or latest version thereof provided by the UPRR. There is a fee for processing of the agreement. This cost shall be borne by the Contractor. Contractor shall submit a copy of the executed agreement and the insurance policies, binders, certificates and endorsements set

forth therein to the City prior to commencing work on UPRR property. The right of entry agreement shall specify working time frames, flagging and inspection requirements, and any other items specified by the UPRR.

B. The Contractor shall give the advance notice to the UPRR as required in the "Contractor's Right of Entry Agreement" before commencing work in connection with construction upon or over UPRR's right-of-way and shall observe UPRR's rules and regulations with respect thereto.

C. All work upon UPRR's right-of-way shall be done at such times and in such manner as not to interfere with or endanger the operations of UPRR. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to UPRR's Designated Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by UPRR is available at the job site. See Section 3.18 for railroad flagging requirements.

D. The Contractor shall make requests in writing for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:

1. Exactly what the work entails.
2. The days and hours that work will be performed.
3. The exact location of work, and proximity to the tracks.
4. The type of window requested and the amount of time requested.
5. The designated contact person.

The Contractor shall provide a written confirmation notice to the UPRR at least 48 hours before commencing work in connection with approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

E. Should a condition arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of UPRR, the Contractor shall make such provisions. If in the judgment of UPRR's Designated Representative such provisions are insufficient, the UPRR's Designated Representative may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the Contractor's expense and without cost to the UPRR. UPRR or the City shall have the right to order Contractor to temporarily cease operations in the event of an emergency or, if in the opinion of the UPRR's Designated Representative, the Contractor's operations could endanger UPRR's operations. In the event such an order is given, Contractor shall immediately notify the City of the order.

1.10 INSURANCE

Contractor shall not begin work upon or over UPRR's right-of-way until UPRR has been furnished the insurance policies, binders, certificates and endorsements required by the "Contractor's Right-of-Entry Agreement" and UPRR's Designated Representative has advised the City that such insurance is in accordance with the Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until Contractor removes all tools, equipment, and material from UPRR's property and cleans the premises in a manner reasonably satisfactory to UPRR.

1.11 RAILROAD SAFETY ORIENTATION

All personnel employed by the Contractor and all subcontractors must complete the UPRR course "Orientation for Contractor's Safety", and be registered prior to working on UPRR property. This orientation is available at www.contractororientation.com. This course is required to be completed annually.

1.12 COOPERATION

UPRR will cooperate with Contractor so that work may be conducted in an efficient manner, and will cooperate with Contractor in enabling use of UPRR's right-of-way in performing the work.

1.13 MINIMUM CONSTRUCTION CLEARANCES FOR FALSEWORK AND OTHER TEMPORARY STRUCTURES

The Contractor shall abide by the following minimum temporary clearances during the course of construction:

- A. 12' - 0" horizontal from centerline of track
- B. 21' - 0" vertically above top of rail.

For construction clearance less than listed above, local Operating Unit review and approval is required.

1.14 APPROVAL OF REDUCED CLEARANCES

- A. The minimum track clearances to be maintained by the Contractor during construction are specified in Section 3.07 herein.
- B. Any proposed infringement on the specified minimum clearances due to the Contractor's operations shall be submitted to UPRR's Designated Representative through the City at least 30 days in advance of the work and shall not be undertaken until approved in writing by the UPRR's Designated Representative.

C. No work shall commence until the Contractor receives in writing assurance from UPRR's Designated Representative that arrangements have been made for flagging service, as may be necessary and receives permission from UPRR's Designated Representative to proceed with the work.

1.15 CONSTRUCTION AND AS-BUILT SUBMITTALS

A. Submittals are required for construction materials and procedures as outlined below. The submittals shall include all review comments from the City and the Engineer of Record. All design submittals shall be stamped and signed by a Professional Engineer registered in the State of Colorado.

B. The tables below provide UPRR's minimum submittal requirements for the construction items noted. Submittal requirements are in addition to those specified elsewhere in these bid documents. The minimum review times indicated below represent UPRR's requirements only. The Contractor shall allow additional time for the City's review time as stated elsewhere in these bid documents.

C. Submittals shall be made by the City to the UPRR Manager of Industry and Public Projects unless otherwise directed by the Railroad. Items in Table 1 shall be submitted for both railroad overpass and underpass projects, as applicable. Items in Table 2 shall be submitted for railroad underpass projects only.

TABLE 1

ITEM	DESCRIPTION	SETS REQD.	UPRR's Minimum Review Time
1	Shoring design and details	4	4 weeks
2	Falsework design and details	4	4 weeks
3	Drainage design provisions	4	4 weeks
4	Erection diagrams and sequence	4	4 weeks
5	Demolition diagram and sequence	4	4 weeks

Prior to or during construction of railroad underpass structures, the UPRR requires the review of drawings, reports, test data and material data sheets to determine compliance with the specifications. Product information for items noted in Table 2 be submitted to UPRR's Designated Representative through the City for their own review and approval of the material. The signed submittal and the City's review comments will be reviewed by UPRR or their consultant. If a consultant performs the reviews, the consultant may reply directly to the City or its Designated Representative after consultation with UPRR. Review of the submittals will not be conducted until after review by the City or its Designated Representative. Review of the submittal items will require a minimum of four (4) weeks after receipt from the City.

TABLE 2

ITEM	DESCRIPTION	SETS REQD.	NOTES
1	Shop drawings	4	Steel and Concrete members
2	Bearings	4	For all structures
3	Concrete Mix Designs	4	For all structures
4	Rebar & Strand certifications	4	For superstructure only
5	28 day concrete strength	4	For superstructure only
6	Waterproofing material certifications and installation procedure	4	Waterproofing & protective boards
7	Structural steel certifications	4	All fracture critical members & other members requiring improved notch toughness
8	Fabrication and Test reports	4	All fracture critical members & other members requiring improved notch toughness
9	Welding Procedures and Welder Certification	4	AWS requirements
10	Foundation Construction Reports	4	Pile driving, drilled shaft construction, bearing pressure test reports for spread footings
11	Compaction testing reports for backfill at abutments	4	Must meet 95% maximum dry density, Modified Proctor ASTM D1557

D. As-Built Records shall be submitted to the UPRR within 60 days of completion of the structures. These records shall consist of the following items:

Overpass Projects

1. Electronic files of all structure design drawings with as-constructed modifications shown, in Microstation J or Acrobat .PDF format.
2. Hard copies of all structure design drawings with as-constructed modifications shown.

Underpass Projects

1. Electronic files of all structure design drawings with as-constructed modifications shown, in Microstation SE or Acrobat .PDF format.
2. Hard copies of all structure design drawings with as-constructed modifications shown.
3. Final approved copies of shop drawings for concrete and steel members.
4. Foundation Construction Reports
5. Compaction testing reports for backfill at abutments

1.16 APPROVAL OF DETAILS

The details of the construction affecting the UPRR tracks and property not already included in the Contract Plans shall be submitted to UPRR's Designated Representative through the City for UPRR's review and written approval before such work is undertaken. Review and approval of these submittals will require a minimum of four (4) weeks in addition to the City's review time as stated elsewhere in these bid documents.

1.17 MAINTENANCE OF RAILROAD FACILITIES

- A. The Contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from Contractor's operations; to promptly repair eroded areas within UPRR's right of way and to repair any other damage to the property of UPRR, or its tenants.
- B. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.
- C. The Contractor must submit a proposed method of erosion control and have the method reviewed by the UPRR prior to beginning any grading on the Project Site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.18 SITE INSPECTIONS BY UPRR's DESIGNATED REPRESENTATIVE

- A. In addition to the office reviews of construction submittals, site inspections may be performed by UPRR's Designated Representative at significant points during construction, including the following if applicable:
 1. Pre-construction meetings.
 2. Pile driving/drilling of caissons or drilled shafts.
 3. Reinforcement and concrete placement for railroad bridge substructure and/or superstructure.
 4. Erection of precast concrete or steel bridge superstructure.
 5. Placement of waterproofing (prior to placing ballast on bridge deck).
 6. Completion of the bridge structure.
- B. Site inspection is not limited to the milestone events listed above. Site visits to check progress of the work may be performed at any time throughout the construction as deemed necessary by UPRR.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided to the City for submittal to UPRR's Designated Representative for review prior to commencement of work. This schedule shall also include the anticipated dates when the above listed events will occur. This schedule shall be updated for the above listed events as necessary, but at least monthly so that site visits may be scheduled.

1.19 UPRR REPRESENTATIVES

- A. UPRR representatives, conductors, flag person or watch person will be provided by UPRR at expense of the City or Contractor (as stated elsewhere in these bid documents) to protect UPRR facilities, property and movements of its trains or engines. In general, UPRR will furnish such personnel or other protective services as follows:
 - B. When any part of any equipment is standing or being operated within 25 feet, measured horizontally, from centerline of any track on which trains may operate, or when any object is off the ground and any dimension thereof could extend inside the 25 foot limit, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.
 - C. For any excavation below elevation of track subgrade if, in the opinion of UPRR's Designated Representative, track or other

UPRR facilities may be subject to settlement or movement.

D. During any clearing, grubbing, excavation or grading in proximity to UPRR facilities, which, in the opinion of UPRR's Designated Representative, may endanger UPRR facilities or operations.

E. During any contractor's operations when, in the opinion of UPRR's Designated Representative, UPRR facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.

F. The Contractor shall arrange with the UPRR Designated Representative to provide the adequate number of flag persons to accomplish the work.

1.20 WALKWAYS REQUIRED

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than twelve feet (12') from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while UPRR's flagman service is provided shall be removed before the close of each work day. Walkways with railings shall be constructed by Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 8' - 6" horizontally from center line of tangent track or 9' - 6" horizontal from curved track.

1.21 COMMUNICATIONS AND SIGNAL LINES

If required, UPRR will rearrange its communications and signal lines, its grade crossing warning devices, train signals and tracks, and facilities that are in use and maintained by UPRR's forces in connection with its operation at expense of the City. This work by UPRR will be done by its own forces and it is not a part of the Work under this Contract.

1.22 TRAFFIC CONTROL

Contractor's operations that control traffic across or around UPRR facilities shall be coordinated with and approved by the UPRR's Designated Representative.

1.23 CONSTRUCTION EXCAVATIONS

A. The Contractor shall be required to take special precaution and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and UPRR "Guidelines for Temporary Shoring".

B. The Contractor shall contact UPRR's "Call Before Your Dig" at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. central time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near UPRR property, the Contractor will co-ordinate with UPRR and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near UPRR property.

1.24 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet 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 within twenty-five (25) feet of any track, may require railroad flagging services or other protective measures. Contractor shall give the advance notice to the UPRR as required in the "Contractor's Right of Entry Agreement" before commencing any such work, so that the UPRR may determine the need for flagging or other protective measures to ensure the safety of the railroad's operations. Contractor shall comply with all other requirements regarding flagging services covered by the "Contractor's Right of Entry Agreement". Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$1,000.00 per day for an 8 hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the UPRR and are subject to change.

1.25 CLEANING OF RIGHT-OF-WAY

Contractor shall, upon completion of the work to be performed by Contractor upon the premises, over or beneath the tracks of UPRR, promptly remove from the right-of-way of UPRR all of Contractor's tools, implements, and other materials whether brought upon the right-of-way by Contractor or any subcontractors, employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to satisfaction of UPRR.

The background of the page is a large, semi-transparent shield logo for Union Pacific. The shield features a textured grey background with vertical white stripes. The words "UNION" and "PACIFIC" are printed in large, white, serif capital letters across the top and middle of the shield, respectively. The word "EXHIBIT D" is superimposed over the "UNION" text.

EXHIBIT D

To Public Road Crossing Overpass Agreement

Cover Sheet for the Railroad's Form of
Contractor's Right of Entry Agreement



July 23, 2009

UPRR Folder No.: 2566-84

To the Contractor:

Before Union Pacific Railroad Company can permit you to perform work on its property for the construction of the new 29 Road Overpass grade separation crossing, it will be necessary for you to complete and execute two originals of the enclosed Contractor's Right of Entry Agreement. Please:

1. Fill in the complete legal name of the contractor in the space provided on Page 1 of the Contractor's Right of Entry Agreement. If a corporation, give the state of incorporation. If a partnership, give the names of all partners.
2. Fill in the date construction will begin and be completed in Article 5, Paragraph A.
3. Fill in the name of the contractor in the space provided in the signature block at the end of the Contractor's Right of Entry Agreement. If the contractor is a corporation, the person signing on its behalf must be an elected corporate officer.
4. Execute and return all copies of the Contractor's Right of Entry Agreement together with your Certificate of Insurance as required in Exhibit B, in the attached, self-addressed envelope.
5. Include a check made payable to the Union Pacific Railroad Company in the amount of **\$500.00**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Services' new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

Under Exhibit B of the enclosed Contractor's Right of Entry Agreement, you are required to procure Railroad Protective Liability Insurance (RPLI) for the duration of this project. As a service to you, Union Pacific is making this coverage available to you. If you decide that acquiring this coverage from the Railroad is of benefit to you, please contact Mr. Mike McGrade of Marsh USA @ 800-729-7001, e-mail: william.j.smith@marsh.com.

This agreement will not be accepted by the Railroad Company until you have returned **all** of the following to the undersigned at Union Pacific Railroad Company:

1. Executed, unaltered duplicate original counterparts of the Contractor's Right of Entry Agreement;
2. Your check in the amount of \$500.00 to pay the required balance due of the required Contractor's Right of Entry fee. (The Folder Number and the name "Paul G. Farrell" should be written on the check to insure proper credit). If you require formal billing, you may consider this letter as a formal bill;
3. Copies of all of your **up-to-date** General Liability, Auto Liability & Workman's Compensation Insurance Certificates (*yours and all contractors*'), naming Union Pacific Railroad Company as additional insured;

Real Estate Department
UNION PACIFIC RAILROAD COMPANY
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179-1690
fax: 402.501.0340



4. Copy of your **up-to-date** Railroad Protective Liability Insurance Certificate (*yours and all contractors*'), naming Union Pacific Railroad Company as additional insured.

**RETURN ALL OF THESE REQUIRED ITEMS TOGETHER IN ONE ENVELOPE.
DO NOT MAIL ANY ITEM SEPARATELY.**

If you have any questions concerning this agreement, please contact me as noted below. Have a safe day!

Paul G. Farrell

Senior Manager Contracts

Phone: (402) 544-8620

e-mail: pgfarrell@up.com

Real Estate Department
UNION PACIFIC RAILROAD COMPANY
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179-1690
fax: 402.501.0340

UPRR Folder No.: 2566-84

UPRR Audit No.: _____

**CONTRACTOR'S RIGHT OF ENTRY
AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 200____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

(NAME OF CONTRACTOR)
a _____ corporation ("Contractor").
(State of Corporation)

RECITALS:

Contractor has been hired by the *City of Grand Junction* ("City") to perform work relating to the construction of the new 29 Road Overpass grade separation crossing (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post 446.46 on the Railroad's Glenwood Springs Subdivision in Grand Junction, Mesa County, Colorado, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, and as specified on the Detailed Prints collectively marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated

_____ between Railroad and the City.
(Date of Contract)

The Railroad is willing to permit the 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



the 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 B, C & D.

The General Terms and Conditions contained in **Exhibit B**, the Contractor's Insurance Requirements in **Exhibit C** and the Minimum Safety Requirements in **Exhibit D**, each 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"):

Bobby Cordova
Manager Track Maintenance
Union Pacific Railroad Company
2790 D Road
Grand Junction, CO 81501
Phone: 970-248-4254
Fax: 970-248-4216

Stephen Thompson
Manager Signal Maintenance
Union Pacific Railroad Company
2790 Road
Grand Junction, CO 81501
Phone: 970-248-4237
Fax: 970-248-4248

- 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 B**. 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
(Expiration Date)
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 (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
UPRR Folder No.: 2566-84*

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 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. 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 **FIVE HUNDRED DOLLARS (\$500.00)** 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
(Federal Tax ID #94-6001323)

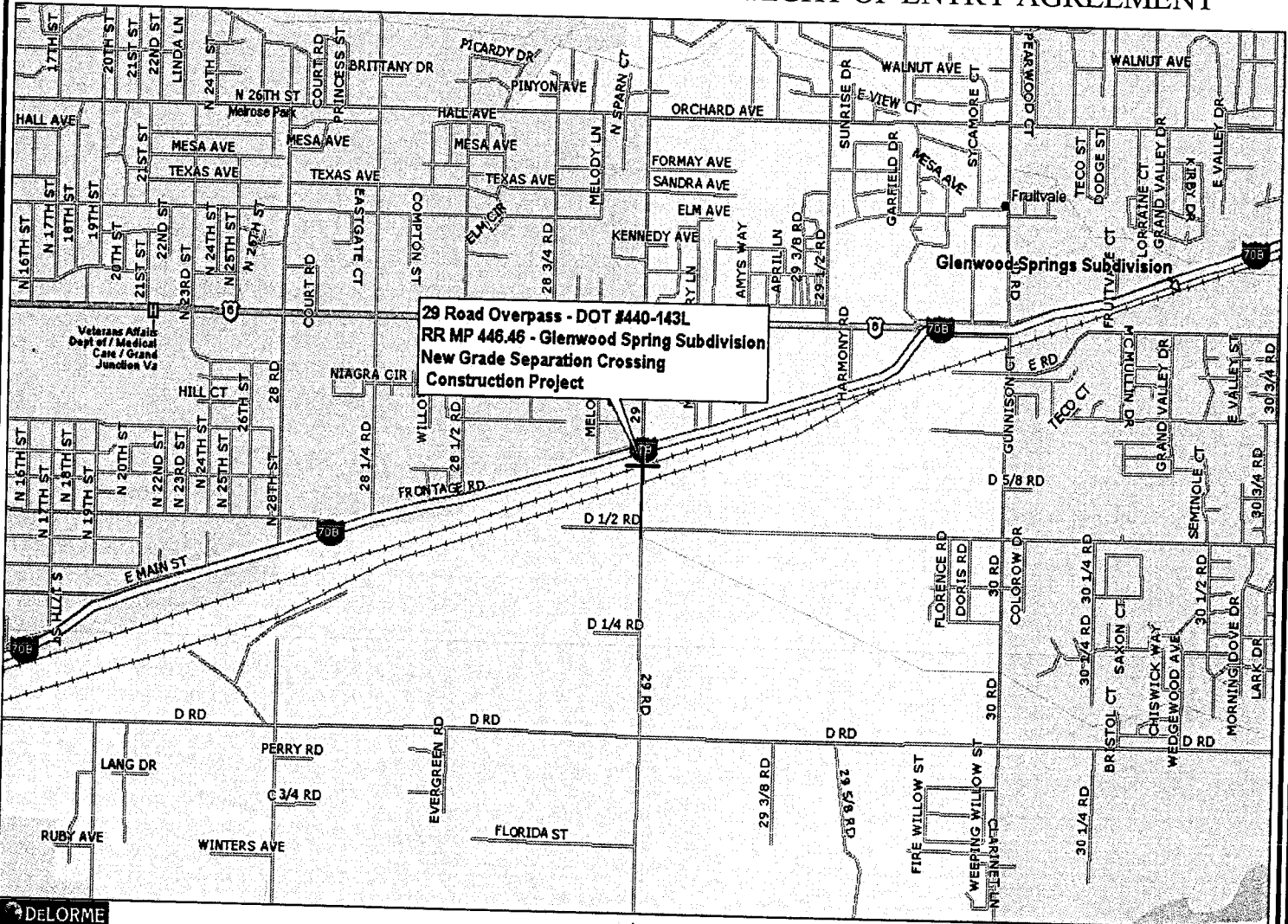
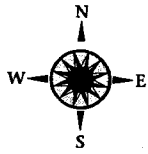
By: _____
PAUL G. FARRELL
Senior Manager Contracts

(Name of Contractor)

By _____

Title: _____

RAILROAD LOCATION PRINT ACCOMPANYING A CONTRACTOR'S RIGHT OF ENTRY AGREEMENT



DE LORME
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www.delorme.com



- RAILROAD WORK TO BE PERFORMED:**
1. Engineering Design Review & Flagging.
 2. Relay 240-feet of rail; Install 40-feet of concrete road crossing panels; Install 99 cross ties; Install 1 carload of ballast; and other track and surface materials.
 3. Relay Railroad signal facilities; and other signal materials.

EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY
GLENWOOD SPRINGS SUBDIVISION
MILE POST 446.46
GPS: N 39° 04.3362', W 108° 30.9094'
GRAND JUNCTION, MESA CO., CO.

To accompany a Contractor's Right of Entry Agreement with

(Name of Contractor)

covering a new overpass grade separation crossing construction project.

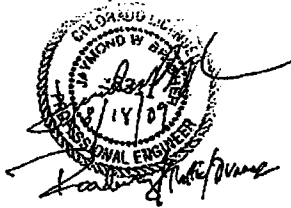
Folder No. 2566-84 Date: July 23, 2009

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

CITY OF GRAND JUNCTION

DEPARTMENT OF PUBLIC WORKS AND UTILITIES

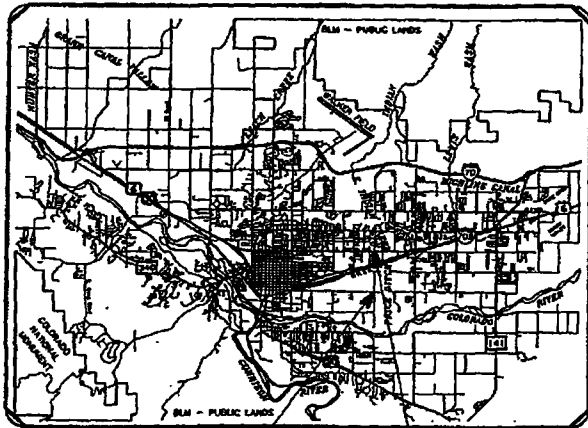


PLANS PREPARED BY
JE JACOBS
 Carter Burgess

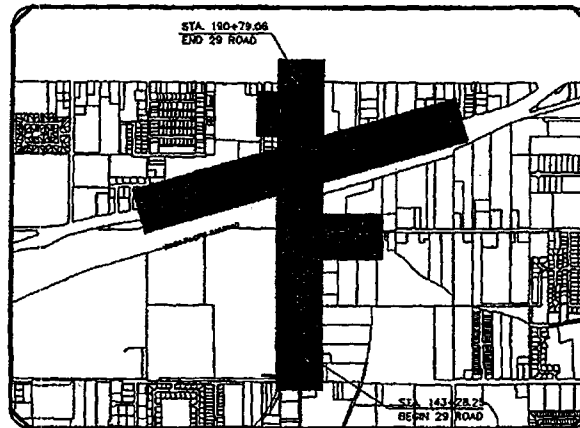
PREPARED FOR
Grand Junction

29 ROAD AND I-70B PROJECT NO. 204-F42200 CONSTRUCTION PLANS VOLUME 1

GRAND JUNCTION
 AREA MAP



PROJECT
 LOCATION MAP



LEGEND

■ LIMITS OF 29 ROAD AND I-70B

SCALE:
 1" = 100'

100% PLANS
 FOR RAILROAD REVIEW
 SUBMITTED 8/18/09

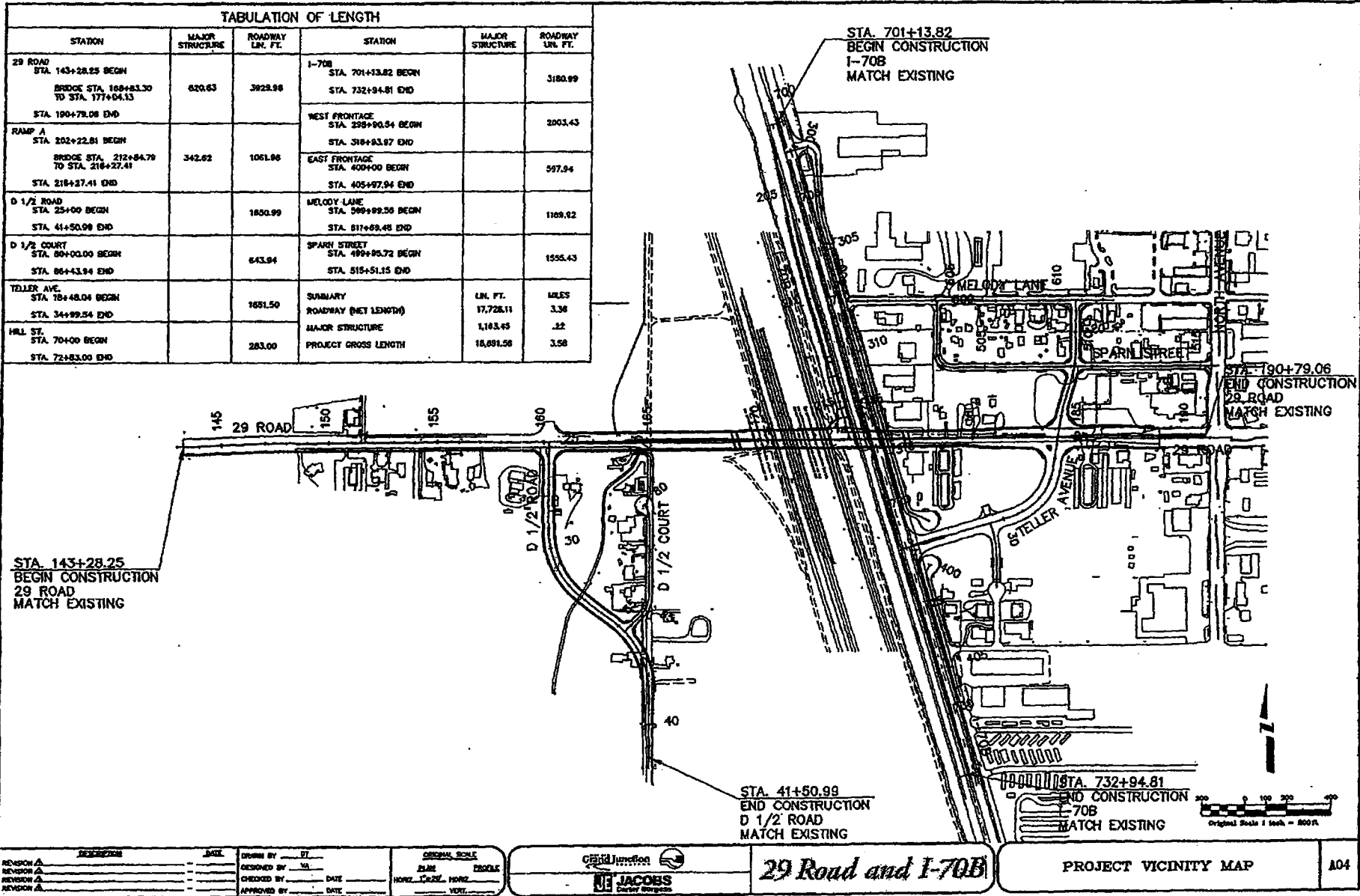
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SHEET	DESCRIPTION
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A02	STANDARD PLANS LIST
A03	STANDARD PLANS LIST FOR GJ STANDARDS
A04	PROJECT VICINITY MAP
A05	LEGEND
A06-A14	TYPICAL SECTIONS
A15	GENERAL NOTES
A16	SURVEY CONTROL
A17-A19	EXPLORATORY BORINGS
B01-B04	SUMMARY OF APPROXIMATE QUANTITIES
B05-B18	SUMMARY TABULATIONS
B19-B28	EARTHWORK SUMMARY AND TABULATION
C01-C19	ROADWAY PLAN AND PROFILES
C20-C24	CURB RETURN PROFILES
C25-C29	ROADWAY DETAILS
C29-C32	GROUND IMPROVEMENT
D01-D25	REMOVAL PLANS
E01-E28	CONSTRUCTION PLANS
E27-E32	HORIZONTAL CONTROL
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F26-F43	STORM SEWER AND IRRIGATION PROFILES
F44	MESA COUNTY DITCH / 29 ROAD PLAN AND PROFILE
F45	FRONTIERS DRAIN PLAN AND PROFILE
F46-F50	DRAINAGE AND IRRIGATION DETAILS
G01-G23	UTILITY PLANS
G26-G28	SANITARY SEWER PROFILES
G29	WATER MAIN PROFILES
G30-G38	UTILITY DETAILS
G37-G38	WEATHER STATION PLANS
G39	TABULATION OF POTHOLES
H1-H128	STRUCTURAL PLANS - 29 ROAD OVER IRR AND I-70B
H127-H129	RETAINING WALL GENERAL NOTES AND QUANTITIES
H130-H138	RETAINING WALL PLAN AND PROFILES
K01-K12	ERIGED SIGN DETAILS
K13	URBAN DESIGN DETAILS
K00	LIGHTING PLAN GENERAL NOTES
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L01-L07	TABULATION OF SIGNING AND STRIPING
L08-L09	MISCELLANEOUS TRAFFIC TABULATIONS
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L24	MASTARM TYPICAL SECTIONS
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M02-M03	TABULATION OF CONSTRUCTION TRAFFIC CONTROL DEVICES
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M07-M08	I-70B CLOSURE DETOUR PLAN
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X201-X228	I-70B CROSS SECTIONS
X301-X313	RAMP A CROSS SECTIONS
X401-X420	D 1/2 ROAD CROSS SECTIONS
X450-X454	D 1/2 COURT CROSS SECTIONS
X501-X508	TELLER AVE. CROSS SECTIONS
X550-X551	HILL AVE. CROSS SECTIONS
X601-X608	MELGON LN. CROSS SECTIONS
X701-X712	29 NEW ST. CROSS SECTIONS
X801-X811	WEST FRONTAGE ROAD CROSS SECTIONS
X901-X903	EAST FRONTAGE ROAD CROSS SECTIONS

VOLUME 1

VOLUME 2

TABULATION OF LENGTH					
STATION	MAJOR STRUCTURE	ROADWAY L.N. FT.	STATION	MAJOR STRUCTURE	ROADWAY L.N. FT.
29 ROAD STA. 143+28.25 BEGIN BRIDGE STA. 168+83.30 TO STA. 177+04.13 STA. 190+78.06 END	620.63	3923.98	I-70B STA. 701+13.82 BEGIN STA. 732+94.81 END		3180.99
RAMP A STA. 202+22.81 BEGIN BRIDGE STA. 212+84.79 TO STA. 218+27.41 STA. 218+27.41 END	342.62	1061.96	WEST FRONTAGE STA. 288+90.54 BEGIN STA. 318+83.67 END		2903.43
D 1/2 ROAD STA. 25+00 BEGIN STA. 41+50.99 END		1850.99	EAST FRONTAGE STA. 400+00 BEGIN STA. 405+97.94 END		597.94
D 1/2 COURT STA. 80+00.00 BEGIN STA. 86+43.94 END		643.94	MELODY LANE STA. 599+89.56 BEGIN STA. 611+69.48 END		1169.82
TOLLER AVE. STA. 18+48.04 BEGIN STA. 34+89.54 END		1681.50	SPARK STREET STA. 499+85.72 BEGIN STA. 515+51.15 END		1555.43
HILL ST. STA. 70+00 BEGIN STA. 72+83.00 END		283.00	SUMMARY	L.N. FT.	MILES
			ROADWAY (NET LENGTH)	17,726.11	3.36
			MAJOR STRUCTURE	1,163.45	.22
			PROJECT GROSS LENGTH	18,889.56	3.58



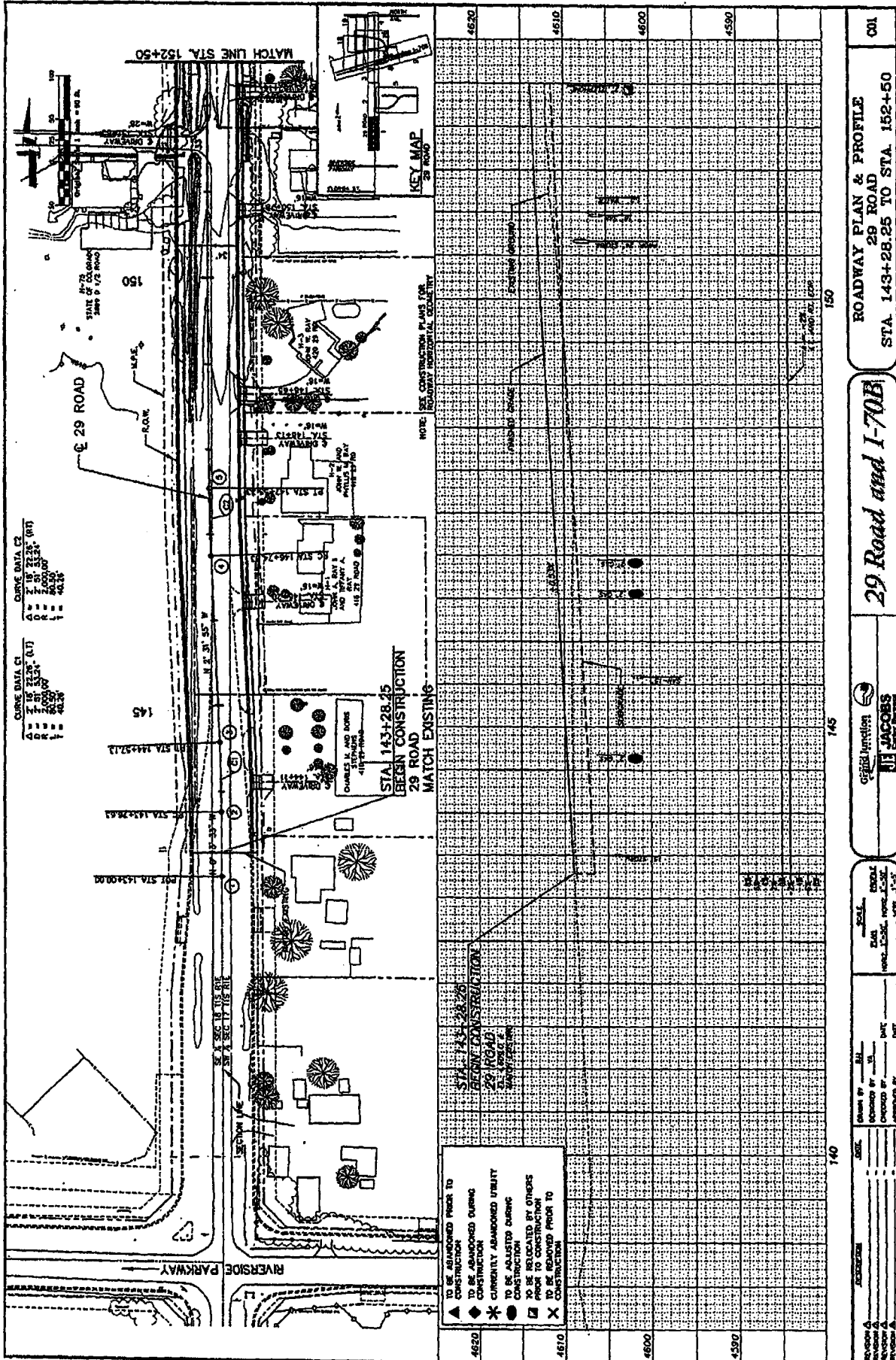
REVISION A	DATE	DESIGNED BY	DT	ORIGINAL SCALE
REVISION A		CHECKED BY	MA	PLAN
REVISION A		APPROVED BY	DATE	PROF.
REVISION A			DATE	VERT.

GRAND JUNCTION
 JACOBS
 CONSULTING ENGINEERS

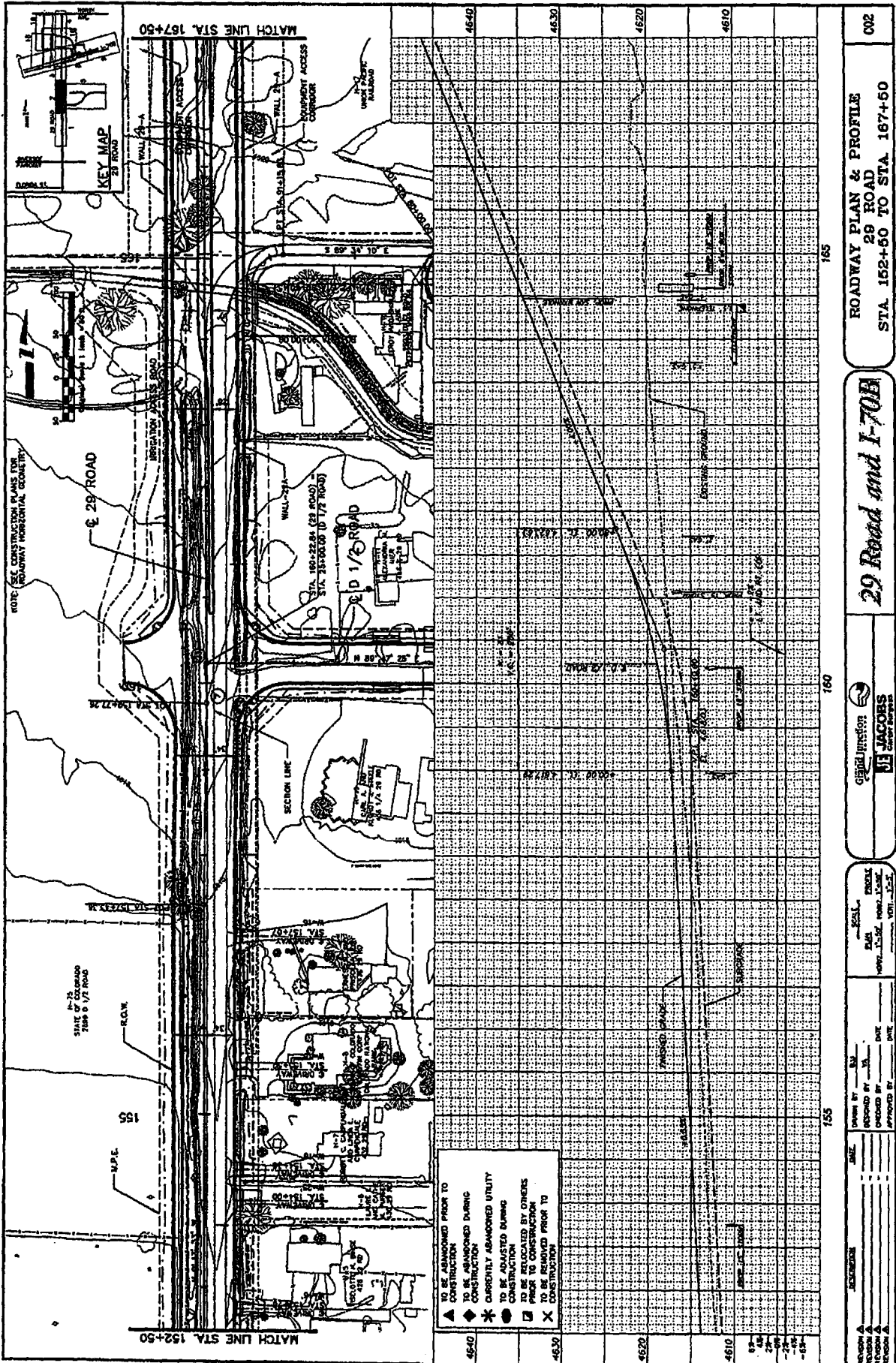
29 Road and I-70B

PROJECT VICINITY MAP

A04



ROADWAY PLAN & PROFILE
 29 Road and I-70B
 STA. 143+28.25 TO STA. 152+50
 01



ROADWAY PLAN & PROFILE
 29 ROAD
 STA. 152+50 TO STA. 167+50
 002

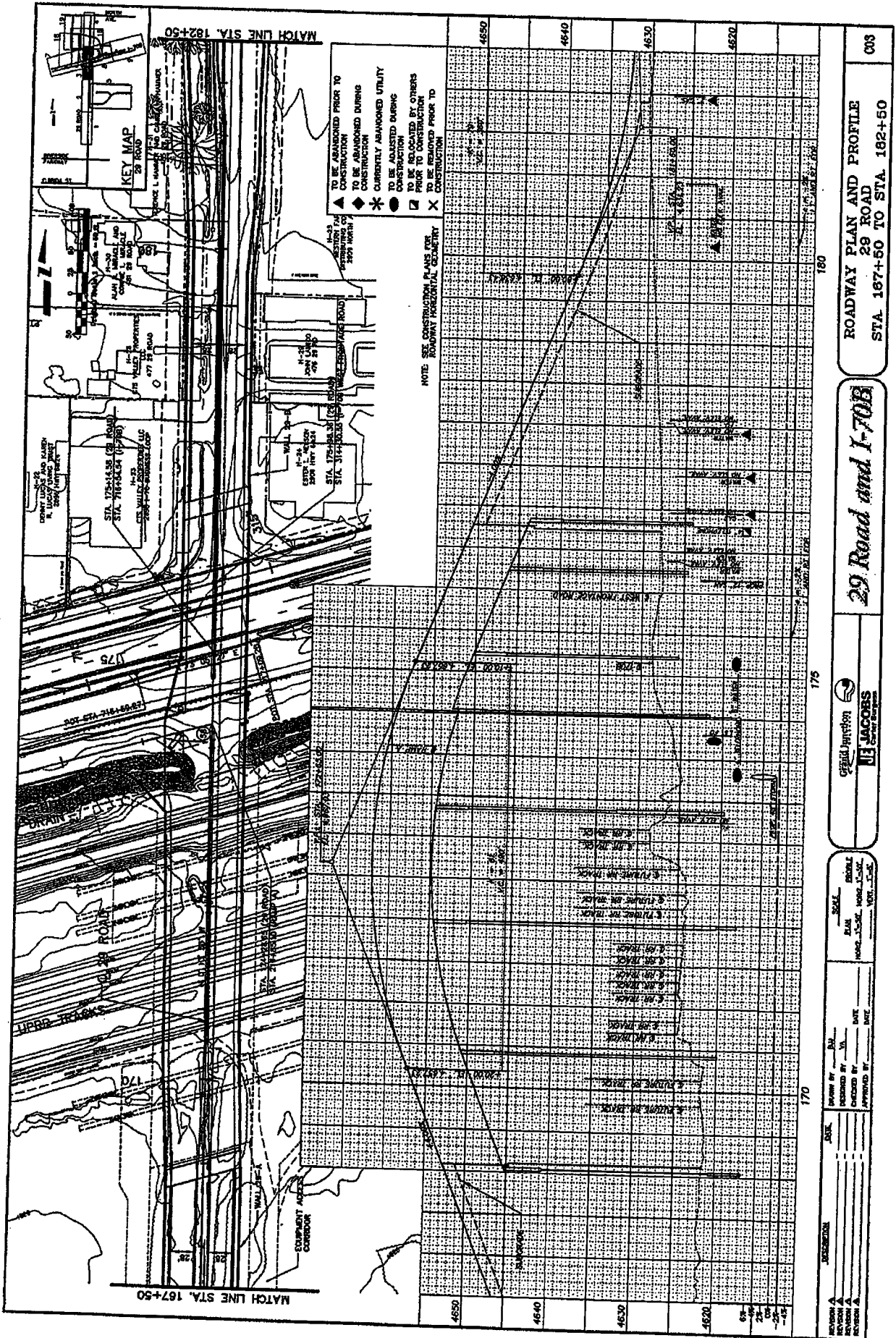
29 Road and I-70B

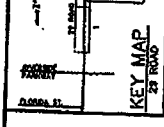
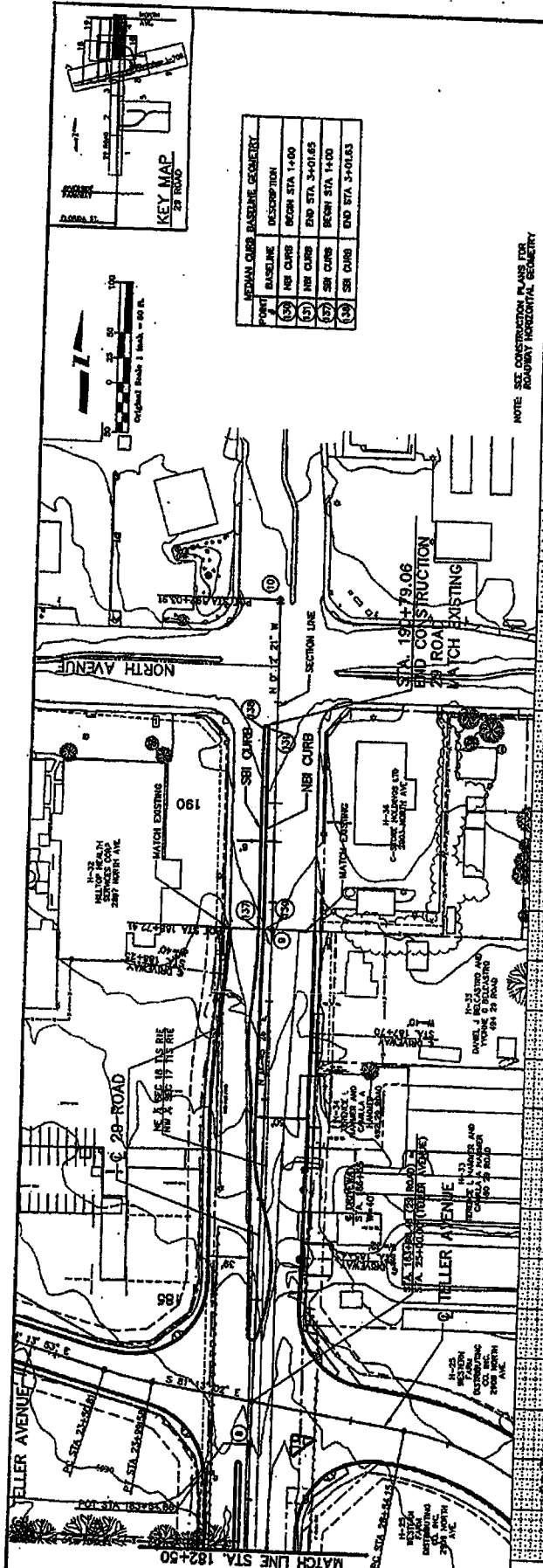


SCALE: PLAN 1"=50' PROFILE 1"=10'
 DATE: 11/11/03
 DRAWN BY: JAC
 CHECKED BY: JAC
 APPROVED BY: JAC

DESIGNED BY: JAC
 CHECKED BY: JAC
 APPROVED BY: JAC

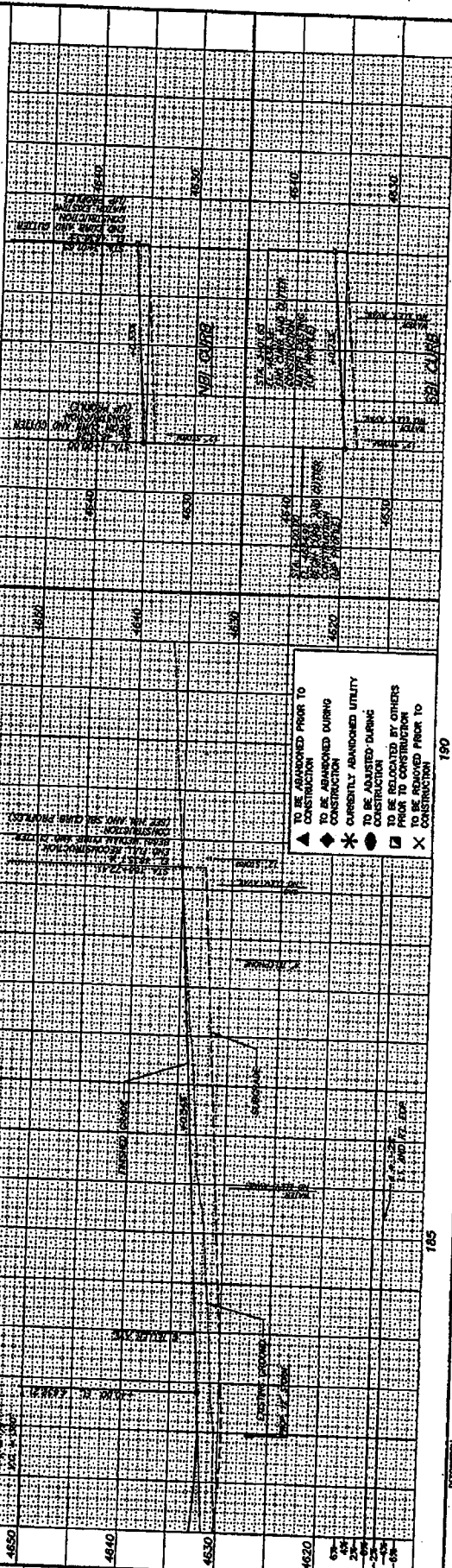
- ▲ TO BE ABANDONED PRIOR TO CONSTRUCTION
- ◆ TO BE ABANDONED DURING CONSTRUCTION
- ★ CURRENTLY ABANDONED UTILITY
- TO BE ADAPTED DURING CONSTRUCTION
- TO BE RELOCATED BY OTHERS PRIOR TO CONSTRUCTION
- ✕ TO BE RELOCATED PRIOR TO CONSTRUCTION





NO.	BASELINE	DESCRIPTION
1	NEI CURB	BEHNS STA 1+00
2	NEI CURB	END STA 3+01.65
3	SEI CURB	BEHNS STA 1+00
4	SEI CURB	END STA 3+01.65

NOTE: SEE CONSTRUCTION PLANS FOR ROADWAY TRANSVERSAL GEOMETRY



- ▲ TO BE ABANDONED PRIOR TO CONSTRUCTION
- ◆ TO BE ABANDONED DURING CONSTRUCTION
- ★ CURRENTLY ABANDONED UTILITY
- ✱ TO BE ADJUSTED DURING CONSTRUCTION
- ◻ TO BE RELOCATED BY OTHERS
- ◼ TO BE RELOCATED BY OTHERS PRIOR TO CONSTRUCTION
- ✕ TO BE ABANDONED PRIOR TO CONSTRUCTION

29 Road and I-70B

ROADWAY PLAN & PROFILE
 29 ROAD / NEI CURB / SEI CURB
 STA. 182+50 TO STA. 190+79.06

SCALE: _____ DATE: _____
 DRAWN BY: _____ CHECKED BY: _____
 DESIGNED BY: _____ APPROVED BY: _____

JACOBS
 CONSULTANTS

GENERAL NOTES

EXCEPT AS SHOWN IN THE PLANS, STRUCTURE EXCAVATION AND BACKFILL SHALL BE IN ACCORDANCE WITH M-206-2.

EXPANSION JOINT MATERIAL SHALL MEET AASHTO SPECIFICATION M213.

A COLORED STRUCTURAL CONCRETE COATING FINISH WILL BE REQUIRED, AS SHOWN ON THE PLANS, ON EXPOSED CONCRETE SURFACES. THE COLORS SHALL BE SAND BEIGE, EQUIVALENT TO FEDERAL STANDARD 595B COLOR NO. 30450, AND DARK BROWN, EQUIVALENT TO FEDERAL STANDARD 595B COLOR NO. 30117. THE COLORS ARE TO BE SELECTED FROM TEST PANELS PROVIDED BY THE CONTRACTOR.

THE FINAL FINISH FOR THE SURFACES OF THE BRIDGE RAIL TYPE 10M (SPECIAL) AND CURBS SHALL BE CLASS 2. ALL OTHER EXPOSED CONCRETE SURFACES SHALL RECEIVE A CLASS 1 FINAL FINISH TO ONE FOOT BELOW THE GROUND LINE.

STRUCTURAL STEEL FOR BRIDGE RAIL TYPE 10M (SPECIAL), PEDESTRIAN FENCING (STEEL) (MESH) AND UNDERDECK LIGHTING SHALL BE PAINTED IN ACCORDANCE WITH SECTION 509 OF THE STANDARD SPECIFICATIONS. SEE THE CORRESPONDING PLAN SHEETS FOR THE REQUIRED COLORS AND ADDITIONAL INFORMATION.

ALL STRUCTURAL STEEL SHALL BE AASHTO M270 (ASTM A709) GRADE 36 UNLESS NOTED OTHERWISE.

ALL STEEL PILING SHALL BE AASHTO M270 (ASTM A709) GRADE 50.

ALL BOLTS SHALL BE 3/8" DIAMETER, HIGH STRENGTH, UNLESS OTHERWISE NOTED.

LEVELING PADS ARE UNLAMINATED BEARINGS. THEY SHALL BE CUT OR MOLDED FROM AASHTO ELASTOMER GRADE 3, 4, OR 5 AS DESCRIBED IN TABLES 705-1 AND 705-2 WITH A DUROMETER (SHORE "A") HARDNESS OF 60.

GRADE 60 REINFORCING STEEL IS REQUIRED.

ALL REINFORCING STEEL SHALL BE EPOXY COATED UNLESS OTHERWISE NOTED.

(B) DENOTES NON COATED REINFORCING STEEL.

ALL THE PROVISIONS FOR BRIDGE DECK CONCRETE SHALL ALSO APPLY TO APPROACH SLAB CONCRETE.

THE FOLLOWING TABLE GIVES THE MINIMUM LAP SPlice LENGTH FOR EPOXY COATED REINFORCING BARS PLACED IN ACCORDANCE WITH SUBSECTION 602.06. THESE SPlice LENGTHS SHALL BE INCREASED BY 25% FOR BARS SPACED AT LESS THAN 6" ON CENTER.

BAR SIZE	#4	#5	#6	#7	#8	#9	#10	#11
----------	----	----	----	----	----	----	-----	-----

SPlice LENGTH FOR CLASS D CONCRETE	1'-3"	1'-6"	1'-10"	2'-2"	3'-8"	4'-8"	5'-11"	7'-3"
------------------------------------	-------	-------	--------	-------	-------	-------	--------	-------

WHEN THE CONTRACTOR ELECTS TO SUBSTITUTE EPOXY COATED REINFORCEMENT FOR BLACK REINFORCING BARS, THE MINIMUM LAP SPlice SHALL BE AS DESCRIBED ABOVE.

THE FOLLOWING TABLE GIVES THE MINIMUM LAP SPlice LENGTH FOR BLACK REINFORCING BARS PLACED IN ACCORDANCE WITH SUBSECTION 602.06. THESE SPlice LENGTHS SHALL BE INCREASED BY 25% FOR BARS SPACED AT LESS THAN 6" ON CENTER.

BAR SIZE	#4	#5	#6	#7	#8	#9	#10	#11
----------	----	----	----	----	----	----	-----	-----

SPlice LENGTH FOR CLASS D CONCRETE	1'-0"	1'-4"	1'-7"	1'-10"	2'-5"	3'-1"	3'-11"	4'-10"
------------------------------------	-------	-------	-------	--------	-------	-------	--------	--------

THE ABOVE SPlice LENGTHS SHALL BE INCREASED BY 20% FOR 3 BAR BUNDLES AND 33 PERCENT FOR 4 BAR BUNDLES.

THE ABOVE SPlice LENGTHS MAY BE REDUCED BY 20% WHEN 3" OF CLEAR COVER EXISTS AND BAR SPACING IS 6" OR GREATER ON CENTER.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE DURING CONSTRUCTION.

E.F. = EACH FACE P.G.L. = PROFILE GRADE LINE
 F.F. = FRONT FACE CONT. = CONTINUOUS
 B.F. = BACK FACE

PERMANENT STEEL DECK FORMS ARE OPTIONAL.

PRECAST DECK PANEL FORMS ARE NOT ALLOWED.

STATIONS, ELEVATIONS, AND DIMENSIONS CONTAINED IN THESE PLANS ARE CALCULATED FROM A RECENT FIELD SURVEY. THE CONTRACTOR SHALL VERIFY ALL DEPENDENT DIMENSIONS IN THE FIELD BEFORE ORDERING OR FABRICATING ANY MATERIAL.

THE INFORMATION SHOWN ON THESE PLANS CONCERNING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 AT LEAST 2 DAYS (NOT INCLUDING THE DAY OF NOTIFICATION) PRIOR TO ANY EXCAVATION OR OTHER EARTHWORK.

THE ELEVATIONS OF THE EXISTING TOP-OF-RAIL PROFILE SHALL BE VERIFIED PRIOR TO BEGINNING CONSTRUCTION.

DESIGN DATA

AASHTO, THIRD EDITION LRFD WITH CURRENT INTERIMS.

DESIGN METHOD: LOAD AND RESISTANCE FACTOR DESIGN

LIVE LOAD: HL-93 (DESIGN TRUCK OR TANDEM, AND DESIGN LANE LOAD)
 DEAD LOAD: ASSUMES 36 LBS. PER SQ. FT. FOR BRIDGE DECK OVERLAY, ASSUMES 5 LBS. PER SQ. FT. FOR PERMANENT STEEL DECK FORMS.

REINFORCED CONCRETE:

CLASS D CONCRETE: $f'_c = 4,500$ PSI
 REINFORCING STEEL: $f_y = 60,000$ PSI

CAISSON CONCRETE:

CLASS BZ CONCRETE: $f'_c = 4,000$ PSI
 REINFORCING STEEL: $f_y = 60,000$ PSI

PRECAST PRESTRESSED CONCRETE:

CLASS PS CONCRETE: $f'_c =$ (SEE DETAILS)

PRESTRESSING STEEL

LOW RELAXATION STRANDS ASTM A416 GRADE 270

STRUCTURAL STEEL:

AASHTO M270 (ASTM A709) GRADE 36 $f_y = 36,000$ PSI
 AASHTO M270 (ASTM A709) GRADE 50 $f_y = 50,000$ PSI

BRIDGE DESCRIPTION

29 ROAD BRIDGE IS A 7-SPAN STRUCTURE, VARIABLE OUT-TO-OUT WIDTH, VARIABLE SKEWS, BRIDGE RAIL TYPE 7, 9'-8" SIDEWALKS ON EACH SIDE, VARIABLE WIDTH MEDIANS, AND PEDESTRIAN FENCING (STEEL MESH). THE BRIDGE CONSISTS OF THREE UNITS.

SOUTH UNIT IS 3 SPANS WITH PRECAST, SPLICED I GRIDERS WITH POST-TENSIONING

CENTER UNIT IS A SINGLE SPAN WITH PRECAST, PRESTRESSED I GRIDERS

NORTH UNIT IS 3 SPANS WITH PRECAST, PRESTRESSED I GRIDERS

CONNECTION TO 29 ROAD WITH RAMP A IS A 5 SPAN STRUCTURE, VARIABLE OUT-TO-OUT WIDTH, VARIABLE SKEWS, BRIDGE RAIL TYPE 7 AND 10M (SPECIAL) AND VARIABLE SIDEWALK WIDTH AT THE END OF THE RAMP. THE STRUCTURE INCLUDES 3 SPANS WITH PRECAST, PRESTRESSED I GRIDERS.

CROSS REFERENCE DRAWING NUMBER

(IF BLANK, REFERENCE IS TO SAME SHEET)



SECTION OR DETAIL IDENTIFICATION

DESCRIPTION	SHEET	DRAWN BY	DATE	APPROVED BY	DATE

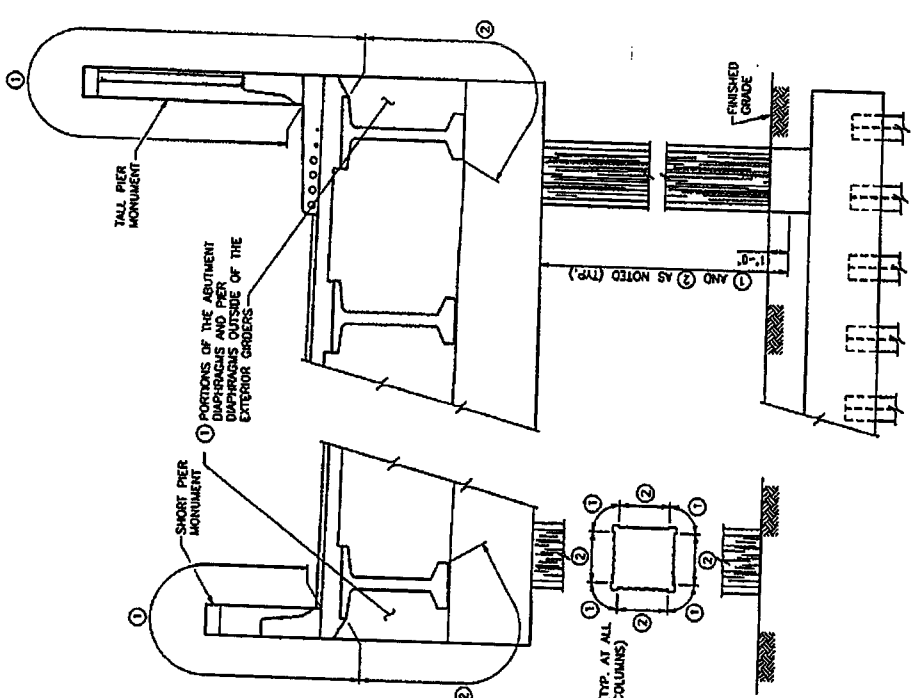
29 Road and I-70B

**29 ROAD BRIDGE
 GENERAL INFORMATION - 1**

11

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COLORLED STRUCTURAL CONCRETE COATING DIAGRAM

① LIMITS OF COLORED STRUCTURAL CONCRETE COATING INCLUDE ALL EXPOSED PORTIONS OF THE ABUTMENTS, ABUTMENT MONUMENTS, PIER PORTIONS OF THE CURB AND THE DECK SHOWN HEREIN. THE COLOR SHALL BE DARK BROWN, EQUIVALENT TO FEDERAL STANDARD 595B COLOR NO. 30117.

② LIMITS OF COLORED STRUCTURAL CONCRETE COATING INCLUDE ALL EXPOSED PORTIONS OF THE EXTERIOR ORDERS, CURB AND THE DECK SHOWN HEREIN. THE COLOR SHALL BE DARK BROWN, EQUIVALENT TO FEDERAL STANDARD 595B COLOR NO. 30117.

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H128	ROAD BRIDGE - CENTER UNIT - SPARK POST DETAIL	
H129	ROAD BRIDGE - CENTER UNIT - SPARK POST DETAIL	

APPROVED BY: _____ DATE: _____

DRAWN BY: _____

CHECKED BY: _____

DESIGNED BY: _____

PROJECT NO.: _____

DATE: _____

GENERAL SCALE

PLAN: _____

ELEVATION: _____

SECTION: _____

SECTION: _____

29 Road and I-70B

29 ROAD BRIDGE

GENERAL INFORMATION - 2

SUMMARY OF QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	SOUTH BRIDGE				CENTER BRIDGE	NORTH BRIDGE				RAMP BRIDGE						TOTAL								
			APPROACH SLAB	SUPER-STRUCTURE	ABUT. 1	PIER 2	PIER 3	PIER 4	SUPER-STRUCTURE	PIER 5	PIER 6	PIER 7	ABUT. 8	SUPER-STRUCTURE	APPROACH SLAB	APPROACH SLAB	SUPER-STRUCTURE		ABUT. 21	PIER 22	PIER 23	PIER 24	PIER 25	PIER 26		
206	STRUCTURE EXCAVATION	CY																								
206	STRUCTURE BACKFILL (CLASS 1)	CY																								
206	STRUCTURE BACKFILL (CLASS 2)	CY																								
206	MECHANICAL REINFORCEMENT OF SOL.	CY																								
206	SHORING	LS																								
403	HOT BITUMINOUS PAVEMENT (GRADING SK) (100) (PG 64-22)	TON																								
502	STEEL PILING (HP 12x63)	LF																								
502	STEEL PILING (HP 14x89)	LF																								
512	BEARING DEVICE (TYPE I)	EA																								9
512	BEARING DEVICE (TYPE B)	EA																								10
513	BRIDGE DRAIN	EA																								
514	PEDESTRIAN FENCING (STEEL) (MESH) (120 INCH)	LF																								
514	PEDESTRIAN FENCING (STEEL) (MESH) (64 INCH)	LF																								
515	WATERPROOFING MEMBRANE	SY																								
518	BRIDGE EXPANSION DEVICE (0 - 4 INCH)	LF																								
601	CONCRETE CLASS 0 (BRIDGE)	CY																								
601	STRUCTURAL CONCRETE COATING	SY																								
602	REINFORCING STEEL	LB																								
602	REINFORCING STEEL (EPOXY COATED)	LB																								
606	BRIDGE RAIL TYPE 7	LF																								
606	BRIDGE RAIL TYPE 10M (SPECIAL)	LF																								
613	4 INCH ELECTRICAL CONDUIT (PLASTIC)	LF																								
618	PRESTRESSED CONCRETE I (BT 63)	LF																								
618	PRESTRESSED CONCRETE I (BT 72)	LF																								
618	PRESTRESSED CONCRETE I (BT 72 SPECIAL)	LF																								
618	PRESTRESSING WIRE/STRAND	M HP FT																								

Project No. 13071 0000021 Date: 05/06/04 09:40 AM 11/12/2004 09:40 AM

REVISION & DESCRIPTION REVISION & DESCRIPTION REVISION & DESCRIPTION	DATE DATE DATE	DRAWN BY: <u>EC</u> DESIGNED BY: <u>SM</u> CHECKED BY: _____ APPROVED BY: _____	ORIGINAL SCALE PLAN PROFILE	 JACOBS Civil Services	29 Road and I-70B	29 ROAD BRIDGE SUMMARY OF QUANTITIES	B3
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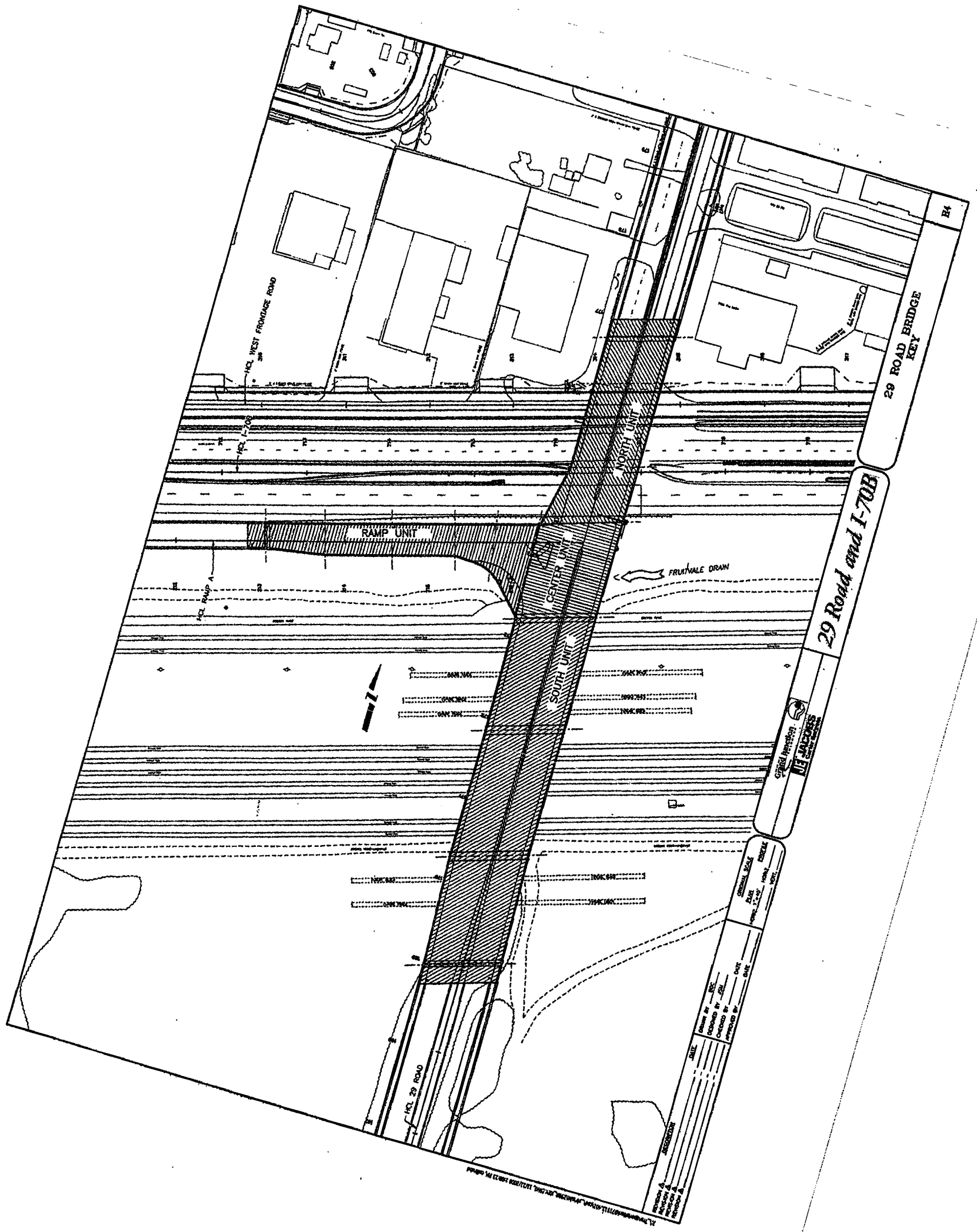
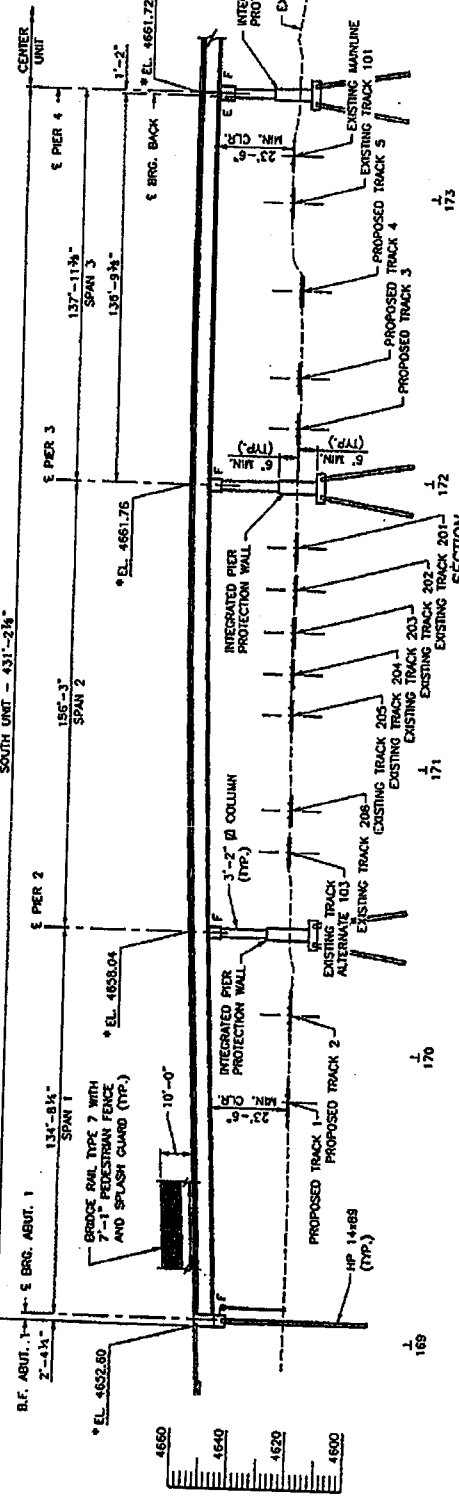
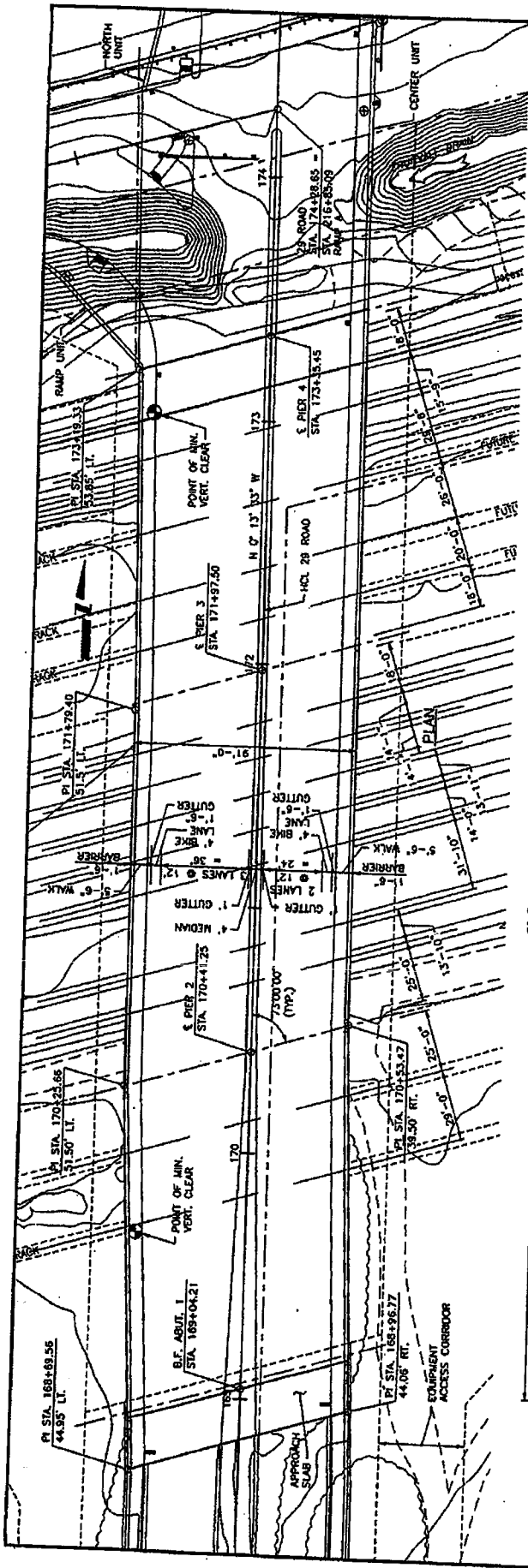
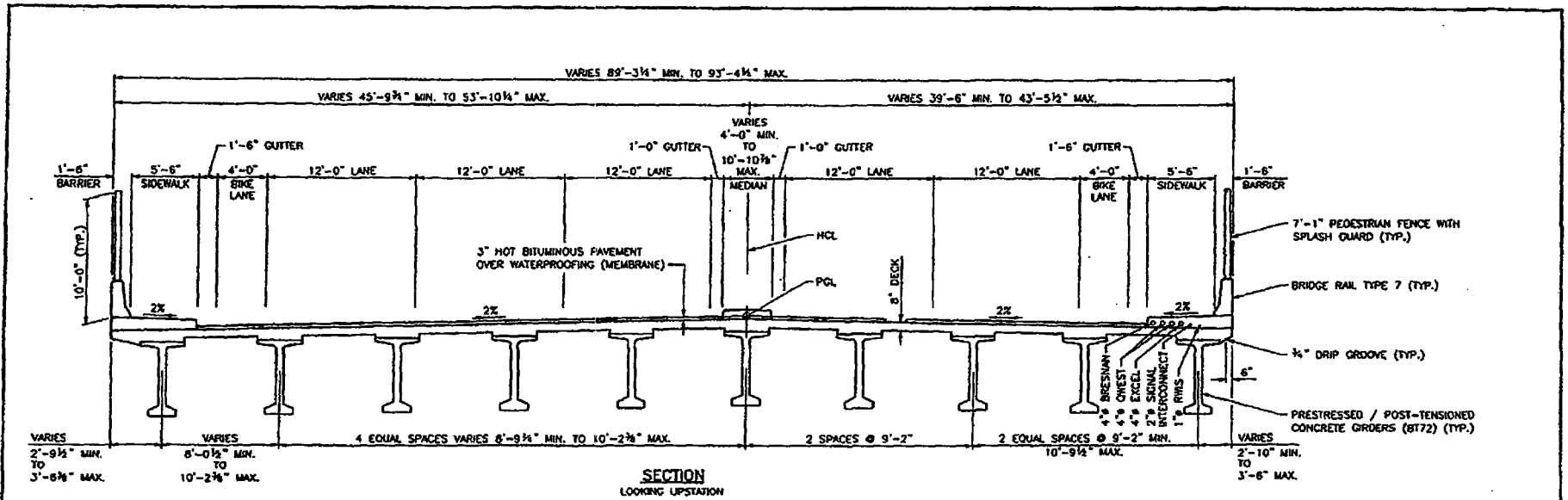


Exhibit A-1
Detailed Prints



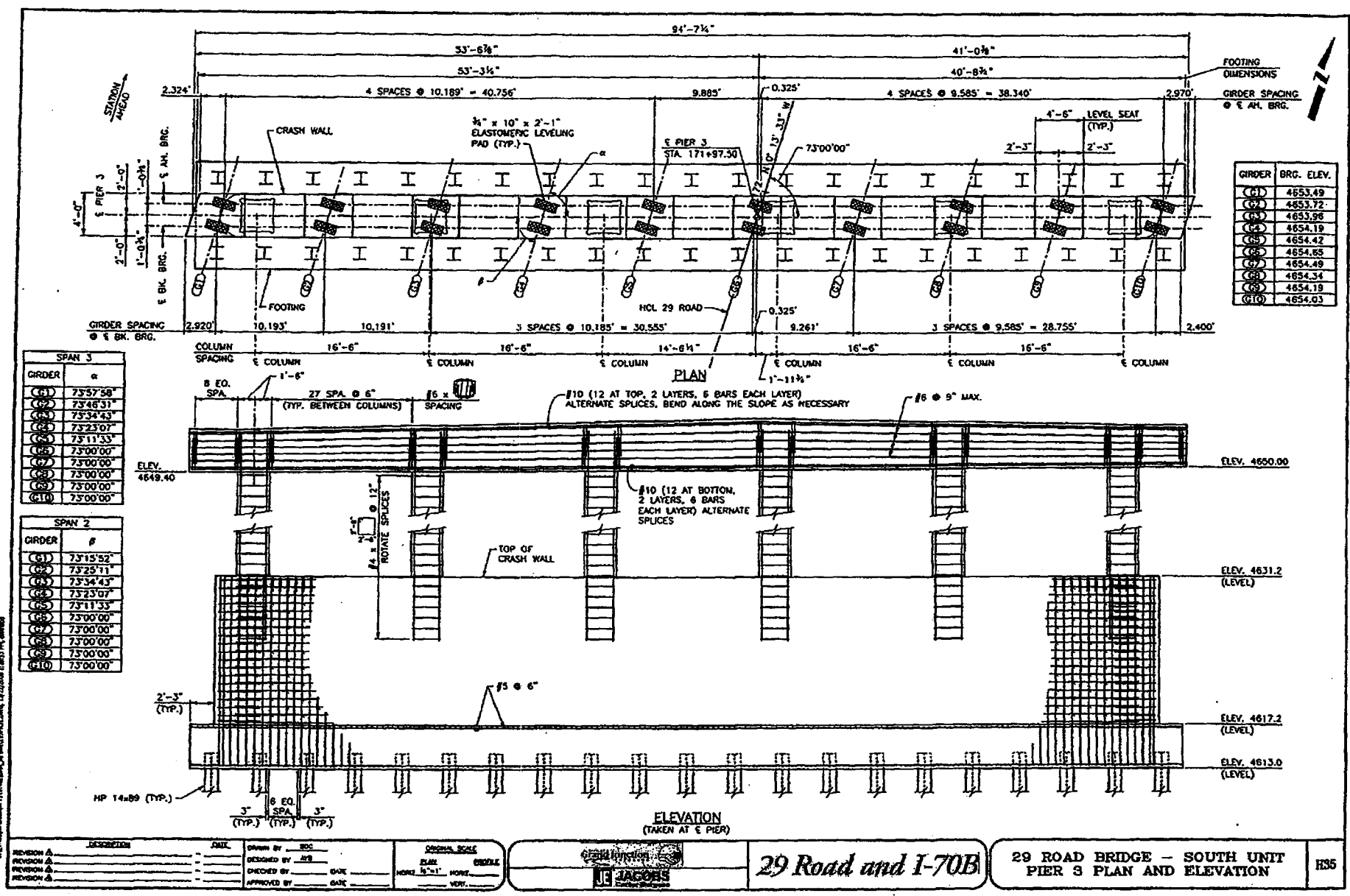
SEE FOUNDATION LAYOUT FOR TEMPORARY SHORING LOCATIONS.
 TAKEN AT HORIZONTAL CONTROL LINE
 * FINISHED GRADE ELEVATION
 † VERIFY TOP OF RAIL ELEVATIONS PRIOR TO CONSTRUCTION.

REVISION A REVISION B REVISION C REVISION D		DRAWN BY: [] CHECKED BY: [] DESIGNED BY: [] APPROVED BY: []	SCALE: [] SHEET: [] TOTAL SHEETS: []	29 Road and I-70B 29 ROAD BRIDGE - SOUTH UNIT GENERAL LAYOUT	B5
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Project No. 2007-001275 - 2007-12-28-10:00 AM - 10/11/07 11:31:00 AM - 10/11/07

REVISION A REVISION B REVISION C REVISION D	DATE DATE DATE DATE	DRAWN BY DESIGNED BY CHECKED BY APPROVED BY	DATE DATE DATE DATE	ORIGINAL SCALE PLAN PROFILE HORIZ. 1" = 40' VERT. 1" = 10'		29 Road and I-70B	29 ROAD BRIDGE - SOUTH UNIT. SECTION	H6
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SPAN 3

GIRDER	a
(G1)	73'57.58"
(G2)	73'46.31"
(G3)	73'34.43"
(G4)	73'23.07"
(G5)	73'11.53"
(G6)	73'00.00"
(G7)	73'00.00"
(G8)	73'00.00"
(G9)	73'00.00"
(G10)	73'00.00"

SPAN 2

GIRDER	b
(G1)	73'15.52"
(G2)	73'25.11"
(G3)	73'34.43"
(G4)	73'23.07"
(G5)	73'11.53"
(G6)	73'00.00"
(G7)	73'00.00"
(G8)	73'00.00"
(G9)	73'00.00"
(G10)	73'00.00"

GIRDER	BRG. ELEV.
(G1)	4653.49
(G2)	4653.72
(G3)	4653.98
(G4)	4654.19
(G5)	4654.42
(G6)	4654.65
(G7)	4654.49
(G8)	4654.34
(G9)	4654.19
(G10)	4654.03

REVISION	DESCRIPTION	DATE	DRAWN BY	CHK
REVISION A				
REVISION B				
REVISION C				

DESIGNED BY	CHK
DESIGNED BY	CHK
CHECKED BY	CHK
APPROVED BY	CHK

ORIGINAL SCALE	DATE	CHECKED	DATE
ORIGINAL SCALE	DATE	CHECKED	DATE
SCALE	DATE	SCALE	DATE
NO. 1/8" = 1'	NO. 1/8" = 1'	NO. 1/8" = 1'	NO. 1/8" = 1'

29 Road and I-70B

**29 ROAD BRIDGE - SOUTH UNIT
PIER 3 PLAN AND ELEVATION**

H35

Exhibit A-1
Detailed Prints

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS AND CONDITIONS

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 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 Railroad's 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 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 applicable statute, 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. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

CONTRACTOR'S INSURANCE REQUIREMENTS

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 Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site, and
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. Railroad Protective Liability Insurance.** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

- E. Umbrella or Excess Insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

- F. Pollution Liability Insurance.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

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 to 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.



EXHIBIT E

To Public Road Crossing Overpass Agreement

Cover Sheet for the
Final CPUC Order

Decision No. R09-0682

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

DOCKET NO. 08A-527R

IN THE MATTER OF THE APPLICATION OF THE CITY OF GRAND JUNCTION,
250 NORTH 5TH STREET, GRAND JUNCTION, COLORADO 81501, FOR AUTHORITY
TO CONSTRUCT A NEW BRIDGE AT 29 ROAD OVER THE UNION PACIFIC RAILROAD
TRACK AND YARD IN GRAND JUNCTION, COLORADO.

**RECOMMENDED DECISION OF
ADMINISTRATIVE LAW JUDGE
MANA L. JENNINGS-FADER
GRANTING MOTION, APPROVING
SETTLEMENT AGREEMENT, GRANTING
APPLICATION UNDER MODIFIED PROCEDURES
AND WITH CONDITIONS, REQUIRING
COMPLIANCE FILINGS, WAIVING RESPONSE
TIME, AND CLOSING THE DOCKET**

RECEIVED

JUN 25 2009

Law Department

Mailed Date: June 24, 2009

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I. STATEMENT

1. On November 24, 2008, the City of Grand Junction (Applicant), filed a Verified Application for an order authorizing the construction of a new grade-separated overpass in Grand Junction, Colorado and allocating the cost of that overpass between Applicant and the Union Pacific Railroad Company (UPRR). That filing commenced this docket.

2. On December 5, 2008, the Commission gave public notice of the Application in accordance with § 40-4-106(3)(a), C.R.S. In the Notice of Application Filed, the Commission established an intervention period and established a procedural schedule. The procedural schedule was vacated by Decision No. R09-0052-I.

3. On December 31, 2008, UPRR intervened of right in this proceeding. UPRR objected to the granting of the Application. No other person intervened by right or sought permission to intervene.

4. The Intervenor is UPRR. Applicant and Intervenor, collectively, are the Parties.

5. By Decision No. C09-0025, the Commission assigned this docket to an Administrative Law Judge (ALJ).

6. By Decision No. C09-0025, the Commission deemed the Application complete as of January 7, 2009. Applicant waived the provisions of § 40-6-109.5, C.R.S.

7. On February 5, 2009, Applicant filed, on one document, a Motion to Bifurcate Proceeding, Motion to Establish Procedural Schedule, and Waiver of Statutory Deadlines. The ALJ granted the motion, bifurcated the proceeding,¹ scheduled hearing dates, and established a procedural schedule. Decision No. R09-0123-I. On motion, the ALJ subsequently modified the hearing dates and the procedural schedule.

8. The hearing was scheduled for June 23, 24, and 25, 2009. By Decision No. R09-0654-I, the ALJ vacated the scheduled hearing and the scheduled prehearing conference.

¹ The portion of the Application seeking authority to construct the bridge over UPRR's track and yard would be separated and decided first, and the portion of the Application seeking allocation of the cost of that overpass would be decided second.

9. Applicant filed its direct (and summaries of its direct) testimony and exhibits in support of the Application on March 11, 2009 and April 7, 2009.

10. UPRR filed its summaries of answer testimony and exhibits on April 21, 2009.

11. Applicant filed its summaries of rebuttal testimony and exhibits on May 15, 2009. A portion of this filing was under seal as it contains information claimed to be confidential.

12. UPRR filed its summaries of surrebuttal testimony and exhibits on June 5, 2009. A portion of this filing was under seal as it contains information claimed to be confidential.

13. On June 18, 2009, Applicant filed a Motion for Approval of Settlement Agreement (Motion). The Settlement Agreement accompanied the Motion. Given the nature of the Motion, the ALJ will waive response time to the Motion.

14. The Settlement Agreement settles all issues in this proceeding. In the Settlement Agreement, the Parties state: (a) the Commission "should order cost allocation to the UPRR for the proposed grade-separation in the amount of \$100,000" (Settlement Agreement at 2); (b) other than the issue of cost allocation as discussed, UPRR "withdraws its ... objections to the Commission's approval of the Application as filed" (*id.*); and (c) Applicant and UPRR each bears its own legal and consulting costs in this proceeding.

15. The Settlement Agreement is just, is reasonable, and is in the public interest. The Settlement Agreement will be approved.

16. With approval of the Settlement Agreement, Applicant now seeks a cost allocation of \$100,000 to UPRR for the proposed grade-separation. With the approval of the Settlement Agreement, the modified Application is unopposed and uncontested. Pursuant to § 40-6-109(5), C.R.S., and Rule 4 *Code of Colorado Regulations* (CCR) 723-1-1403, the uncontested and

unopposed Application may be considered under the Commission's modified procedure and without a formal hearing.

17. The ALJ finds that the unopposed and uncontested Application, as modified by the Stipulation, should be, and will be, considered pursuant to the modified procedure and without a formal hearing.

18. In accordance with § 40-6-109, C.R.S., the Administrative Law Judge now transmits to the Commission the record in this proceeding along with a written recommended decision.

II. FINDINGS, DISCUSSION, AND CONCLUSION

19. Applicant is a home-rule city within the State of Colorado. The grade separation (*i.e.*, bridge structure) that is the subject of this proceeding is proposed to be built within Grand Junction, Colorado.

20. Intervenor is a Delaware corporation in good standing in Colorado. Intervenor owns the rail tracks and the rail yard over which Applicant proposes to construct the grade separation.

21. The Commission has subject matter jurisdiction and, for purposes of this proceeding, has personal jurisdiction over the Applicant. Section 40-4-106(2), C.R.S.

22. Grand Junction plans to extend 29 Road over the existing UPRR tracks and rail yard in order to connect 29 Road on the north side of the tracks and 29 Road on the south side of the tracks. To accomplish this plan, Grand Junction proposes to construct a new grade separation at 29 Road and to construct an interchange at 29 Road and Interstate 70B.

23. Grand Junction's plans show that the proposed construction will include piers, retaining walls, superstructure, lighting, fences, utilities, and paving.

24. The proposed new structure will consist of a four-lane urban arterial with bicycle lanes. The plans show that the entire bridge structure will consist of seven spans with a total length of 770'-1 5/8" from abutment to abutment. The segment of the bridge structure over the UPRR rail yard consists of three spans with a total length of 431'-2 7/8" from the southern abutment to pier 4. Piers 2, 3, and 4 include an integrated protection wall.

25. The minimum vertical clearance from the top of the rail to the bottom of the girders will be 23'-6" at the rail line. The horizontal clearance will be a minimum of approximately 18'-6" measured from the drawing from the face of the integrated pier protection wall to the centerline of track. All clearances meet or exceed the clearances required by Rules 4 CCR 723-7-7324 and 4 CCR 723-7-7325.

26. The new grade separation will vary in width from a width of 89'-3/4" to a width of 93'-4/4" out to out and will accommodate five 12'-0" travel lanes, two 4'-0" bicycle lanes, two 1'-6" gutters, two 1'-0" gutters, one median varying in width from a width of 4'-0" to a width of 10'-10 7/8", two 5'-6" sidewalks, and two 1'-6" barriers consisting of Type 7 bridge rail and fencing with splash guard.

27. Currently, on average, there are 16 UPRR train movements per day at the site of the proposed grade separation. The timetable speed on the main line is 70 miles per hour (MPH) for passenger trains and 60 MPH for freight trains. The timetable speed within the rail yard limits is 30 MPH. Typically, the train speed is between 50 and 70 MPH on the main line and 20 to 25 MPH in the rail yard.

28. When the proposed grade separation is constructed and 29 Road is opened to vehicular traffic in 2010, planning estimates are that the average daily traffic volume (ADT) at

this location will be 25,600 vehicles. Planning estimates are that, in 2030, the ADT at this location will be 36,800 vehicles.

29. The estimated cost to construct the entire proposed grade separation is \$30,503,484.56. Of this amount, the estimated cost of the proposed theoretical structure is \$8,330,875.06. With the exception of the \$100,000 to be paid by UPRR pursuant to the approved Settlement Agreement, Grand Junction proposes to pay the cost by means of its Capital Improvement Program, which is funded by sales tax revenues. Grand Junction will be the sole owner of the structure.

30. Grand Junction states that construction of the grade separation will commence upon the Commission's approval of the Application. Grand Junction anticipates that construction will be completed by October, 2010.

31. Grand Junction proposes to construct the grade separation at UPRR milepost 446.46. At the time the Application was filed, although Grand Junction had requested assignment of a National Inventory Number, no National Inventory Number existed for the proposed grade-separated crossing.

32. The record supports granting the Application, as modified. The Application, as modified, will be granted, subject to the conditions below.

33. Subject to the conditions below, Grand Junction will be authorized to construct, and will be ordered to construct, the grade-separated crossing described in the Application.

34. As a condition of granting the Application, Grand Junction will be ordered to file in this docket, on or before September 30, 2009, a copy of the signed construction and maintenance agreement for the grade-separated crossing at 29 Road. Construction may not begin

until the construction and maintenance agreement has been signed and filed with the Commission.

35. As a condition of granting the Application, Grand Junction will be ordered to inform the Commission in writing when the grade separation is complete and open to vehicular traffic (completion report). Grand Junction will be ordered to file the completion report within ten calendar days of the date on which the grade separation authorized by this Decision is opened to vehicular traffic. The Commission will expect the completion report on or before December 30, 2010. The Commission understands, however, that the completion report may be provided earlier or later than December 31, 2010, depending on changes or delays to the construction schedule.

36. As a condition of granting the Application, Grand Junction will be ordered to file with the Commission, at the same time that it files the completion report (*see* ¶ 35), two sets of the final bridge plans.

37. As a condition of granting the Application, Grand Junction will be ordered to work with UPRR to have the railroad assign a National Inventory Number to this crossing. Grand Junction will be ordered to file the new National Inventory Number and the new inventory sheet with the Commission at the same time that it files the completion report (*see* ¶ 35).

38. Pursuant to Rule 4 CCR 723-7-7211(c), Grand Junction will be ordered to maintain, at its expense, the new grade separation.

39. Pursuant to Rule 4 CCR 723-7-7211(a), UPRR will be ordered to maintain, at its expense, its track, ties, railroad equipment, and railroad facilities at the grade-separated crossing.

40. In accordance with the approved Settlement Agreement, UPRR will be allocated and will be ordered to pay \$100,000 of the cost to construct the grade-separated crossing. In

accordance with the approved Settlement Agreement, Grand Junction will be allocated and will be ordered to pay the remainder of the cost to construct the grade-separated crossing.

41. In accordance with § 40-6-109, C.R.S., the Administrative Law Judge recommends that the Commission enter the following order.

III. ORDER

A. The Commission Orders That:

1. The Motion for Approval of Settlement Agreement is granted.
2. The Settlement Agreement filed on June 18, 2009 is approved.
3. The Application filed on November 24, 2008 by the City of Grand Junction is modified by the Settlement Agreement.
4. The Application filed on November 24, 2008 by the City of Grand Junction, as modified, is granted, subject to the conditions contained in this Decision.
5. The City of Grand Junction is authorized to construct a new grade-separated crossing on 29 Road in Grand Junction, Colorado and over the existing railroad tracks and rail yard owned by the Union Pacific Railroad Company, as described in the Application filed by the City of Grand Junction on November 24, 2008 and as conditioned by this Decision.
6. The authority granted by Ordering Paragraph No. 5 is conditioned upon the City of Grand Junction filing, on or before September 30, 2009, a copy of the signed construction and maintenance agreement for the new bridge at 29 Road. Construction of the grade separation authorized by this Decision shall not commence until the construction and maintenance agreement has been signed and filed with the Commission.

7. The authority granted by Ordering Paragraph No. 5 is conditioned upon: (a) the City of Grand Junction working with the Union Pacific Railroad Company to have a National Inventory Number assigned to the crossing; and (b) the City of Grand Junction filing a written notice to the Commission in accordance with ¶ 1.37, above.

8. The authority granted by Ordering Paragraph No. 5 is conditioned upon the City of Grand Junction filing a report to the Commission, which report shall inform the Commission when the grade-separated crossing authorized by this Decision is completed and open to vehicular traffic (completion report). Grand Junction shall file the completion report within ten calendar days of the date on which the grade separation authorized by this Decision is opened to vehicular traffic. The Commission will expect the completion report on or before December 30, 2010. The Commission understands, however, that the completion report may be provided earlier or later than December 31, 2010, depending on changes or delays to the construction schedule.

9. The authority granted by Ordering Paragraph No. 5 is conditioned upon the City of Grand Junction filing, in conjunction with its completion report (see Ordering Paragraph 8), two sets of the final bridge plans.

10. The City of Grand Junction shall maintain, at its expense, the new bridge structure authorized by this Decision.

11. The Union Pacific Railroad Company shall continue to be responsible for maintaining, at its expense, the tracks and appurtenances, the railroad equipment, and the rail yard at the new bridge structure.

12. The Union Pacific Railroad Company is allocated, and shall pay, \$100,000 of the cost to construct the grade-separated crossing authorized by this Decision.

13. The City of Grand Junction is allocated and shall pay the cost to construct the grade-separated crossing authorized by this Decision, less the \$100,000 allocated to the Union Pacific Railroad Company.

14. Response time to the Motion for Approval of Settlement Agreement is waived.

15. Docket No. 08A-527R is closed, subject to receipt of the compliance submissions required by this Decision.

16. This Recommended Decision shall be effective on the day it becomes the Decision of the Commission, if that is the case, and is entered as of the date above.

17. As provided by § 40-6-109, C.R.S., copies of this Recommended Decision shall be served upon the parties, who may file exceptions to it.

a) If no exceptions are filed within 20 days after service or within any extended period of time authorized, or unless the decision is stayed by the Commission upon its own motion, the recommended decision shall become the decision of the Commission and subject to the provisions of § 40-6-114, C.R.S.

b) If a party seeks to amend, modify, annul, or reverse basic findings of fact in its exceptions, that party must request and pay for a transcript to be filed, or the parties may stipulate to portions of the transcript according to the procedure stated in § 40-6-113, C.R.S. If no transcript or stipulation is filed, the Commission is bound by the facts set out by the administrative law judge and the parties cannot challenge these facts. This will limit what the Commission can review if exceptions are filed.

18. If exceptions to this Decision are filed, they shall not exceed 30 pages in length, unless the Commission for good cause shown permits this limit to be exceeded.

(S E A L)



THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

MANA L. JENNINGS-FADER

Administrative Law Judge

ATTEST: A TRUE COPY

A handwritten signature in cursive script that reads "Doug Dean".

Doug Dean,
Director



EXHIBIT E-1

To Public Road Crossing Overpass Agreement

Cover Sheet for the
Settlement Agreement

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

Docket No. 08A-527R

IN THE MATTER OF APPLICATION OF THE CITY OF GRAND JUNCTION, 250 NORTH 5TH STREET, GRAND JUNCTION, COLORADO 81501, FOR AUTHORITY TO CONSTRUCT A NEW BRIDGE AT 29 ROAD OVER THE UNION PACIFIC RAILROAD TRACK AND YARD IN GRAND JUNCTION, COLORADO.

SETTLEMENT AGREEMENT

The City of Grand Junction (the "City") and the Union Pacific Railroad Company (the "UPRR"), hereby enter into this Settlement Agreement.

INTRODUCTION

On November 20, 2008, the City filed an Application with the Colorado Public Utilities Commission ("Commission") requesting authorization for the construction of a new grade-separated overpass at 29 Road in Grand Junction. As proposed, the overpass would cross over the tracks and right-of-way of the UPRR at milepost 446.46, Mesa County, Colorado. The City's Application also requested cost allocation for the proposed grade-separation from the UPRR pursuant to C.R.S. § 40-4-106.

The UPRR objected to the plans, as filed, for the proposed grade-separation. The UPRR also objected to any cost allocation.

PUBLIC INTEREST

The City and the UPRR state that reaching agreement as set forth herein by means of a negotiated settlement rather than through a formal adversarial process is in the public interest, consistent with Commission Rule 1408 encouraging settlements and, therefore, the compromises

and settlements reflected in this Settlement Agreement are in the public interest. The Settling Parties further state that approval and implementation of the compromises and settlements reflected in this Settlement Agreement constitute a just and reasonable resolution of this proceeding.

SETTLEMENT

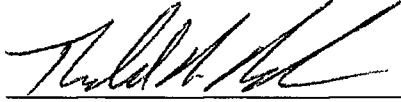
1. The Settling Parties agree that the Commission should order cost allocation to the UPRR for the proposed grade-separation in the amount of \$100,000.
2. Except with respect to the issue of cost allocation, the UPRR otherwise withdraws its other objections to the Commission's approval of the Application as filed.
3. Each Party shall bear their own legal and consulting costs with respect to this proceeding.

GENERAL TERMS AND CONDITIONS

1. This Settlement Agreement shall not become effective until the issuance of a final Commission Order approving the Settlement Agreement, which Order does not contain any modification of the terms and conditions of this Settlement Agreement that is unacceptable to any of the Settling Parties. In the event the Commission modifies this Settlement Agreement in a manner unacceptable to any Settling Party, that Settling Party shall have the right to withdraw from this Agreement and proceed to hearing on the issues that may be appropriately raised by that Settling Party in this docket.
2. This Agreement may be executed in counterparts, all of which when taken together shall constitute the entire Agreement with respect to the issues addressed by this Agreement.

DATED: June 18, 2009.

FOR THE CITY OF GRAND JUNCTION



Thorvald A. Nelson
Holland & Hart LLP
8390 E. Crescent Pkwy., Suite 400
Greenwood Village, CO 80111
Tel: (303) 290-1601

FOR THE UNION PACIFIC RAILROAD COMPANY



Kathleen M. Snead
Union Pacific Railroad Company
Law Department
1331 17th Street, Suite 406
Denver, CO 80202
Tel: (303) 405-4507

4544732_1.DOC

The image features a large, stylized shield logo for the Union Pacific Railroad. The shield is filled with a grey, textured pattern and contains vertical white stripes. The words "UNION" and "PACIFIC" are printed in large, white, serif capital letters across the top and middle of the shield, respectively. The word "EXHIBIT F" is superimposed over the "UNION" text in a smaller, black, serif font with a thin underline.

EXHIBIT F

To Public Road Crossing Overpass Agreement

Cover Sheet for the
Railroad's Summary Estimate

EXHIBIT "F"
RAILROAD SUMMARY ESTIMATE

TO NEW PUBLIC ROAD CROSSING OVERPASS AGREEMENT

DESCRIPTION OF WORK:

Perform engineering review, inspection, track & surface and signal work for the city of Grand Junction for the construction of the new 29 Road Overpass public road crossing (USDOT # 440-143L), at Railroad MP 446.46 on the Glenwood Springs Subdivision in Grand Junction, Mesa county, Colorado.

LOCATION: Grand Junction, Mesa county, Colorado

DATE: November 5, 2009

<u>DESCRIPTION</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>AUTHORITY TOTAL</u>
<u>TRACK & SURFACE WORK</u>	\$29,773.00	\$38,237.00	\$68,010.00
<u>SIGNAL WORK</u>	\$265,150.00	\$53,758.00	\$318,908.00
<u>PLAN REVIEW & INSPECTION</u>	\$50,000.00		\$50,000.00
<u>TOTAL PROJECT</u>	<u>\$344,923.00</u>	<u>\$91,995.00</u>	<u>\$436,918.00</u>
RAILROAD CONTRIBUTION			\$100,000.00
TOTAL ESTIMATED COST OF PROJECT =			\$536,918.00
CITY OF GRAND JUNCTIONS ESTIMATED COST OF PROJECT =			\$436,918.00

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OF AMOUNT OF MATERIAL OR LABOR REQUIRED, CITY CONTRACTOR WILL BE BILLED FOR ACTUAL CONSTRUCTION COST AT THE CURRENT RATES EFFECTIVE THEREOF. FLAGGING SERVICES WILL BE CHARGED TO THE CONTRACTOR AND WILL BE REIMBURSED TO THE RAILROAD

The background of the page is a large, faded Union Pacific shield logo. The shield is filled with a halftone dot pattern. The words "UNION" and "PACIFIC" are printed across the top and middle of the shield in a large, bold, sans-serif font. The text is white, making it stand out against the grey background.

EXHIBIT F-1

To Public Road Crossing Overpass Agreement

Cover Sheet for the
Railroad's Track & Surface Material Estimate

DATE: 2009-07-01

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2009-12-30

DESCRIPTION OF WORK:
2009 RECOLLECTABLE PROJECT
M.P. 445.90 GLENWOOD SPRINGS SUBDIVISION
ACCESS RAILROAD YARD, CO. DOT #254216H
INSTALL 40 T.F. OF CONCRETE CORSSING SURFACE WITH 120 T.F. OF RAIL
PROJECT ESTIMATED USING FEDERAL ADDITIVES WITH INDIRECT AND OVERHEAD - 205%

FID: 64826 AWO: 01046 MP,SUBDIV: 445.90, GLENWOODSP
SERVICE UNIT: 14 CITY: EAST YARD GR JC STATE: CO

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			699		699		699
TOTAL ENGINEERING			699		699		699
SIGNAL WORK							
BALLAST UNLD			789		789		789
BILL PREP				900	900		900
CONTRACT RDWY APP, TRCK BLST				4500	4500		4500
EQUIPMENT RENTAL W/OPER				3000	3000		3000
FIELD WELD			395		395		395
FOREIGN LINE FREIGHT				539	539		539
HOMELINE FREIGHT				900	900		900
LABOR ADDITIVE 205%			15417		15417		15417
OTM UNLD/DIS			804		804		804
RAIL - UNLD/			227		227		227
RDXING-PRIV			1109		1109		1109
SALES TAX				7	7		7
SIGNAL			250	175	425		425
TRK-SURF,LIN			2902		2902		2902
WELDS-RENEW/			3556		3556		3556
XTIES -UNLD			1425		1425		1425
TOTAL SIGNAL			26874	10021	36895		36895
TRACK & SURFACE WORK							
BALAST	1.00	CL		721	721		721
ENVIRONMENTAL PERMITS				1	1		1
LABOR ADDITIVE 205%			1859		1859		1859
MATL STORE EXPENSE				370	370		370
OTM			153	6019	6172		6172
RAIL	240.00	LF	19	5395	5414		5414
RDXING	40.00	TF	44	8176	8220		8220
SALES TAX				1069	1069		1069
WELD				762	762		762
XTIE	99.00	EA	125	5703	5828		5828
TOTAL TRACK & SURFACE			2200	28216	30416		30416
LABOR/MATERIAL EXPENSE			29773	38237			
RECOLLECTIBLE/UPRR EXPENSE					64831		
ESTIMATED PROJECT COST							68010
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

The background of the page is a large, faded Union Pacific shield logo. The shield features a central vertical bar and is filled with a stippled or halftone pattern. The text "EXHIBIT F-2" is superimposed on the upper portion of the shield.

EXHIBIT F-2

To Public Road Crossing Overpass Agreement

Cover Sheet for the
Railroad's Signal Material Estimate

DATE: 2009-06-30

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2009-12-29

DESCRIPTION OF WORK:

GRADE SEPARATION. 29 ROAD. GRAND JUNCTION, COLORADO.

MP. 446.46 GLENWOOD SPRINGS SUBDIVISION.

SIGNAL PROJECT MANAGER:P.M. OCONNOR

402-544-4076

ESTIMATED USING FEDERAL LABOR ADDITIVES WITH INDIRECT & OVERHEAD.

PID: 64694 AWO: 00738 MP,SUBDIV: 446.46, GLENWOODSP
SERVICE UNIT: 14 CITY: GRAND JUNCTION STATE: CO

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			15000		15000		15000
LABOR ADDITIVE 168%				6216	6216		6216
SGNL-GEN/ IN			3700		3700		3700
TOTAL ENGINEERING			24916		24916		24916
SIGNAL WORK							
SIGNAL			3820	18496	22316		22316
COMM				30000	30000		30000
TRAIN CNTRL			11193		11193		11193
FLAGGING			200000		200000		200000
ENVIRONMENTAL PERMITS				1	1		1
PERSONAL EXPENSES				2400	2400		2400
UP CONTRIBUTION				100000		100000	100000
TRANSPORTATION				1184			1184
CONTRACT				938	938		938
SALES TAX				739	739		739
LABOR ADDITIVE 168%			25221		25221		25221
TOTAL SIGNAL			240234	153758	293992	100000	393992
LABOR/MATERIAL EXPENSE							
			265150	153758			
RECOLLECTIBLE/UPRR EXPENSE							
					318908	100000	
ESTIMATED PROJECT COST							
							418908
EXISTING REUSEABLE MATERIAL CREDIT							
					0		
SALVAGE NONUSEABLE MATERIAL CREDIT							
					0		
RECOLLECTIBLE LESS CREDITS							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.



EXHIBIT G

To Public Road Crossing Overpass Agreement

Cover Sheet for the
Additional Illustrative Print of the Temporary
Construction Easements



CITY CLERK

State of Colorado)
)
County of Mesa) SS
)
City of Grand Junction)

I hereby certify the attached copy of Resolution No. 85-09 which the City of Grand Junction adopted November 2, 2009 to be a true, complete, and genuine copy.

In witness whereof, I affixed my hand and official seal this 23rd day of November, 2009.

A handwritten signature in cursive script that reads "Stephanie Tuin".

Stephanie Tuin, City Clerk
City of Grand Junction, Colorado
250 N. 5th Street
Grand Junction, Co. 81501



RESOLUTION NO. 85-09

A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY AT 29 ROAD AND D ½ ROAD, IDENTIFIED BY PARCEL SCHEDULE # 2943-172-00-056 FROM UNION PACIFIC RAILROAD COMPANY

Recitals.

A. The City of Grand Junction has entered into a contract with Union Pacific Railroad Company, for the purchase by the City of certain real property located within the proposed alignment of the 29 Road and I-70B Interchange.

Parcel #	Schedule #	Address	Zoned	Current Use	ROW Req'd (Sq ft)	Multi-Purpose Easement Req'd (Sq ft)	Temporary Easement Req'd (Sq ft)
H-17 LA1Rev	2943-172-00-056		I-1	Industrial	49,735		
Total Sq Ft. =					49,735		

B. The purchase contract provides that on or before December 1, 2009, the City Council must ratify the purchase and the allocation of funds for all expenses required to effectuate the purchase of the property.

C. Based on the advice and information provided by the City staff, the City Council finds that it is necessary and proper that the City purchase a portion of the property identified by parcel schedule # 2943-172-00-056 at 29 Road and D ½ Road.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, THAT:

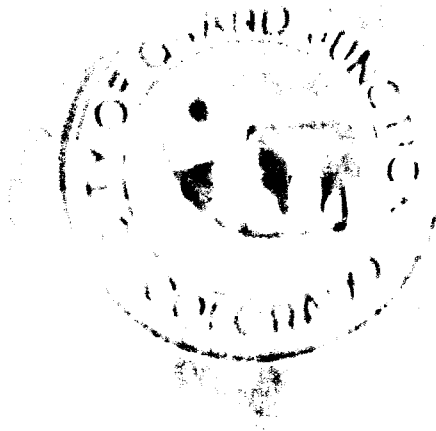
1. The property described herein shall be purchased for a price of \$241,360. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of said property which are consistent with the provisions of the negotiated Contract to Buy and Sell Real Estate and this Resolution are hereby ratified, approved and confirmed.
2. The sum of \$241,360 is authorized to be paid at closing, in exchange for conveyance of the fee simple title to the described property.
3. The officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to complete the purchase of the described property. Specifically, City staff is directed to effectuate this Resolution and the Contract to Buy and Sell Real Estate, including the execution and delivery of such certificates and documents as may be necessary or desirable to complete the purchase for the stated price.

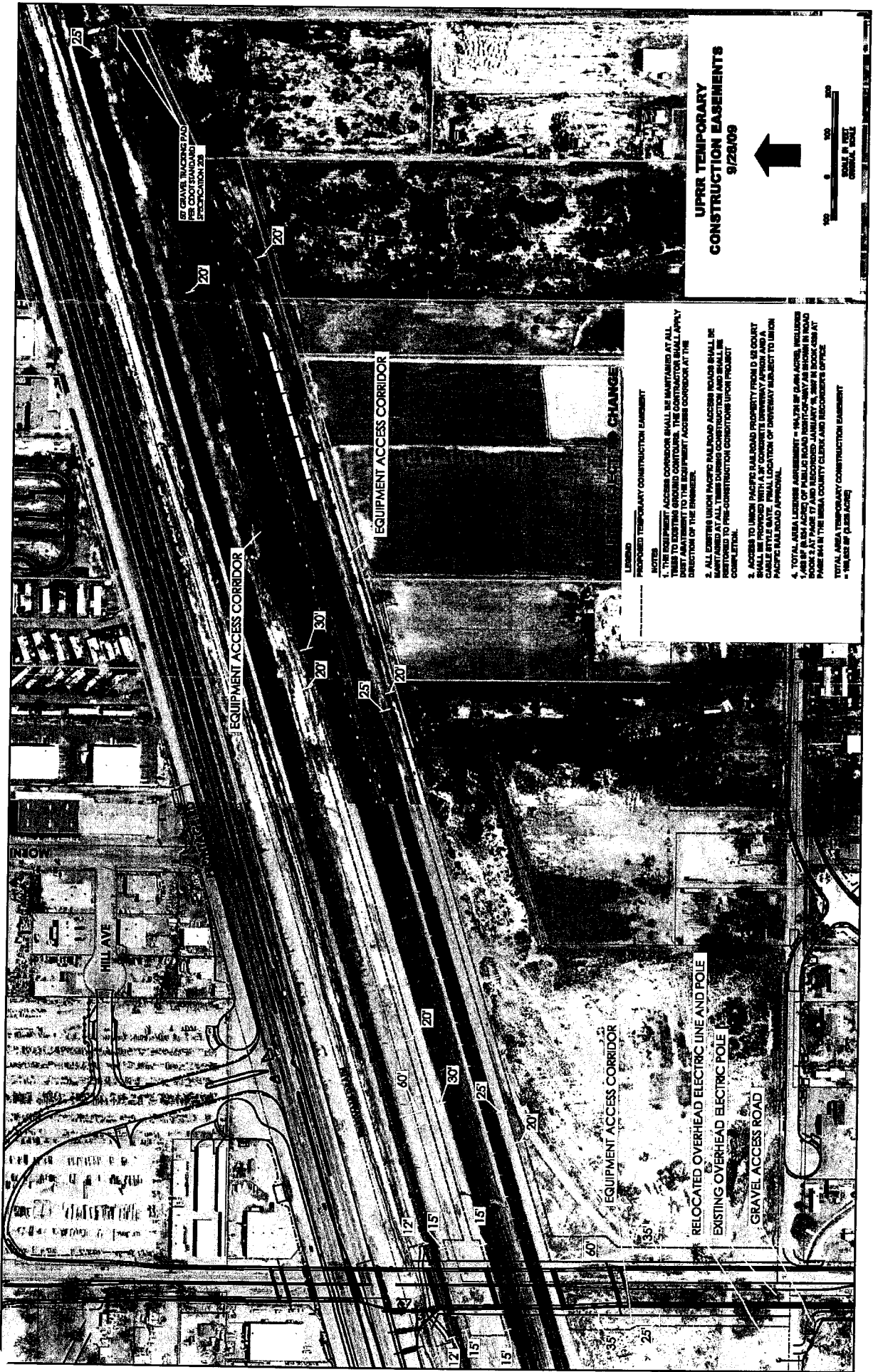
PASSED and ADOPTED this 2nd day of November, 2009.

Teresa L. Coors
President of the Council Pro Tem

Attest:

Stephanie Tur
City Clerk





**UPRR TEMPORARY
CONSTRUCTION EASEMENTS
9/28/09**



LEGEND
 PROPOSED TEMPORARY CONSTRUCTION EASEMENT

NOTES

1. THE EQUIPMENT ACCESS CORRIDOR SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL APPLY DIRECT MAINTENANCE TO THE EQUIPMENT ACCESS CORRIDOR AT THE DIRECTION OF THE ENGINEER.
2. ALL EXISTING UPRR TRACKS AND ROAD ACCESS ROADS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO PRE-CONSTRUCTION CONDITIONS UPON PROJECT COMPLETION.
3. ACCESS TO UNION PACIFIC RAILROAD PROPERTY FROM D. AS COURT SHALL BE PROVIDED WITH A 3' CONCRETE UTILITY APPROX AND A CABLE STYLE GATE. FINAL LOCATION OF UTILITY SUBJECT TO UNION PACIFIC RAILROAD APPROVAL.
4. TOTAL AREA LICENSE AGREEMENT = 14.724 ACRES. INCLUDES 1.687 ACRES OF PUBLIC ROAD RIGHT-OF-WAY AND 13.037 ACRES OF PRIVATE PROPERTY. THIS PROJECT IS SUBJECT TO THE 2007 IN BOOK 688 AT PAGE 644 IN THE BERN COUNTY CLERK AND RECORDER'S OFFICE.

TOTAL AREA TEMPORARY CONSTRUCTION EASEMENT
 = 14.724 ACRES

CHANGE

EQUIPMENT ACCESS CORRIDOR

EQUIPMENT ACCESS CORRIDOR

EQUIPMENT ACCESS CORRIDOR

RELOCATED OVERHEAD ELECTRIC LINE AND POLE

EXISTING OVERHEAD ELECTRIC POLE

GRAVEL ACCESS ROAD

SEE GRAVEL TRACKING PLAN FOR CONFORMANCE SPECIFICATION 202

UNION

HILL AVE

25

20

20

30

20

25

20

20

30

25

20

60

35

25

12

15

15

15

35

25

Policy No.: CO0145-82-923778-2010.82306-79945978

OWNER'S POLICY OF TITLE INSURANCE

Issued by
Lawyers Title Insurance Corporation

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

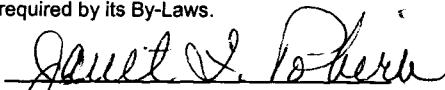
COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, LAWYERS TITLE INSURANCE CORPORATION, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.


Authorized Signatory
Janet F. Pobirk

CO0145 923778
Abstract & Title Company Of Mesa County
1114 N 1st St Ste 201
Grand Junction, CO 81501
Tel:(970) 242-8234
Fax:(970) 241-4925
Form 82306
Reorder 1190-126Z



LAWYERS TITLE INSURANCE CORPORATION

By: 

ATTEST  President

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1 DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

- (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
- (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
- (C) successors to an Insured by its conversion to another kind of Entity;
- (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured

by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and NJRB 1-15 Effective: 2/15/07 Revised: 9/10/07 affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case

Owner's Policy of Title Insurance - Schedule A

Issued by **Lawyers Title Insurance Corporation**

File No.: **00923778**

Policy No.: **82306-79945978**

Amount of Insurance: **\$241,360.00**

Premium: **\$970.00**

Date of Policy: **December 17, 2009 at 3:48 P.M.**

1. Name of Insured:

City of Grand Junction, A Colorado home rule municipality

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple


3. Title is vested in:

City of Grand Junction, a Colorado home rule municipality

4. The Land referred to in this policy is described as follows:

See Exhibit A attached hereto and made a part hereof.

Countersigned by:


Authorized Officer or Agent

SCHEDULE B EXCEPTIONS FROM COVERAGE

Policy No. **82306-79945978**
File No. **00923778**

This Policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded August 27, 1895 in Book 11 at Page 403, Reception No. 21670 and recorded December 23, 1895 in Book 11 at Page 418, Reception No. 22521.
8. Right of way, whether in fee or easement only, as granted to The Mountain States Telephone and Telegraph Company by instrument recorded March 2, 1936 in Book 355 at Page 323, Reception No. 305216, as set forth on the sheet attached hereto.
9. Communications equipment easement, including terms and conditions thereof to MCI Telecommunications Corporation as disclosed in instrument recorded December 29, 1993 in Book 2037 at Page 144, Reception No. 1665935.
10. Terms, agreements, provisions, conditions and obligations as contained in Construction and Maintenance Agreement recorded February 5, 2009 in Book 4790 at Page 519, Reception No. 2474966.
11. The effect, if any, of Public Road right-of-way as shown in Road Petition Book 1 at Page 60, File Number 60 and as recorded January 18, 2007 in Book 4336 at Page 795, Reception No. 2359464.
12. The effect, if any, of Public Road right-of-way as shown in Road Petition Book 2 at Page 17, File Number 111 and as recorded January 18, 2007 in Book 4336 at Page 844, Reception No. 2359513.
13. The effect, if any, of Public Road right-of-way as shown in Road Petition Book 2 at Page 121, File Number 209 and as recorded January 18, 2007 in Book 4336 at Page 940, Reception No. 2359609.
14. Reserving unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the property, and in such manner as not to damage the surface of the property or to interfere with the use thereof by the Grantee, its successors and assigns as described in Quitclaim Deed recorded December 17, 2009 in Book 4955 at Page 587, Reception No. 2516431.
15. Terms, agreements, provisions, conditions and obligations as contained in Quitclaim Deed recorded December 17, 2009 in Book 4955 at Page 587, Reception No. 2516431.

Exhibit A

A parcel of land being a portion of the tract of land described in Book 560 at Page 177, Reception No. 553919, recorded January 28, 1952 and a portion of the tract of land described in Book 560 at Page 107, Reception No. 553799, recorded January 24, 1952 in the Mesa County Clerk and Recorder's Office lying in the Southwest Quarter of the Northwest Quarter of Section 17 and the Southeast Quarter of the Northeast Quarter of Section 18, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado and being more particularly described as follows:

**Beginning at the Southwest Corner of said Southwest Quarter of the Northwest Quarter of Section 17 (a MCSM brass cap set in concrete, LS 2280 1/4 S18 S17 No. 26-1) whence the Northwest corner of said Section 17 (a 2 1/2" MCSM Brass Cap, illegible) bears North 00°12'02" West a distance of 2641.65 feet (basis of bearing-assumed); thence North 89°35'13" West along the Southerly line of said Southeast Quarter of the Northeast Quarter of Section 18 a distance of 70.99 feet;
thence North 00°13'33" West a distance of 396.42 feet;
thence North 72°46'27" East a distance of 125.22 feet;
thence South 00°13'33" East a distance of 434.01 feet;
thence South 89°59'13" West along the Southerly line of said Southwest Quarter of the Northwest Quarter of Section 17 a distance of 48.76 feet to the POINT OF BEGINNING.**

111 5 PAGE DOCUMENT

2465-00

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, formerly known as Southern Pacific Transportation Company, a Delaware corporation, Grantor, in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto THE CITY OF GRAND JUNCTION, a Colorado home rule municipality, Grantee, whose address is 250 North 5th Street, Grand Junction, Colorado 81501 and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in Mesa County, State of Colorado, as more particularly described in **Exhibit A**, hereto attached and hereby made a part hereof, together with all after acquired title of the Grantor therein.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by the Grantee, its successors and assigns.

It is expressly understood that the subjacent support of the Property may have been impaired by mining operations heretofore carried on beneath the surface thereof, and the quitclaiming of the Property is upon the condition that Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

The Property is quitclaimed by Grantor subject to the following covenant, condition and restriction which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement

923778
Actual Consideration \$24,360.00

centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

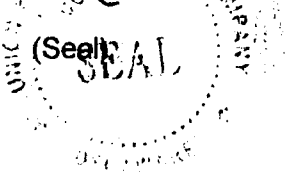
The foregoing covenant, condition and restriction shall run with the Property, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 14th day of December, 2009

Attest:

UNION PACIFIC RAILROAD COMPANY

M.E. Heenan By Tony K. Love
Assistant Secretary Title: Assistant Vice President - Real Estate



ACKNOWLEDGEMENT

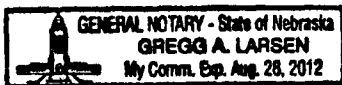
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On December 14, 2009, before me, Gregg A. Larsen, Notary Public in and for said County and State, personally appeared Tony K. Love and M.E. Heenan who are the AVP - Real Estate and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in 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.

Gregg A. Larsen
Notary Public

(Seal)



Grantee hereby accepts this Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this 17 day of December, 2009.

THE CITY OF GRAND JUNCTION

By: [Signature]
Its: City Attorney

STATE OF COLORADO)
COUNTY OF Mesa) ss.

On this 17 day of December, 2009, before me, Julie HILBRAND, Notary Public in and for said County and State, personally appeared John P. Shaver who is the City Attorney of THE CITY OF GRAND JUNCTION, a Colorado home rule municipality, 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.

(Seal)



[Signature]
Notary Public

my commission expires:
8-12-13



707 17th Street, Suite 2300
Denver, CO 80202 U.S.A.
1.303.820.5240 Fax 1.303.820.2402

EXHIBIT A

December 3, 2008
071913.402.1.0021
Revised: September 14, 2009

PROPERTY DESCRIPTION
Parcel UPRR #1Rev (H-17LA1Rev)

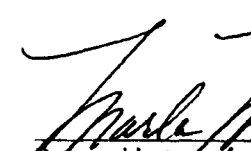
A parcel of land being a portion of the tract of land described in Book 560 at Page 177 recorded January 28, 1952 and a portion of the tract of land described in Book 560 at Page 107 recorded January 24, 1952 in the Mesa County Clerk and Recorder's Office lying in the Southwest Quarter of the Northwest Quarter of Section 17 and the Southeast Quarter of the Northeast Quarter of Section 18, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Southwest Corner of said Southwest Quarter of the Northwest Quarter of Section 17 (a MCSM brass cap set in concrete, LS 2280 1/4 S18 S17 No.26-1) whence the Northwest Corner of said Section 17 (a 2 1/2" MCSM Brass Cap, illegible) bears N00°12'02"W a distance of 2641.65 feet (basis of bearing – assumed);

THENCE N89°35'13"W along the southerly line of said Southeast Quarter of the Northeast Quarter of Section 18 a distance of 70.99 feet;
THENCE N00°13'33"W a distance of 396.42 feet;
THENCE N72°46'27"E a distance of 125.22 feet;
THENCE S00°13'33"E a distance of 434.01 feet;
THENCE S89°59'13"W along the southerly line of said Southwest Quarter of the Northwest Quarter of Section 17 a distance of 48.76 feet to the POINT OF BEGINNING.

Containing 1.142 Acres (49,735 square feet), more or less.

Of the above described parcel, 1,463 square feet (0.034 acres) fall within the Public Road Right-of-way as shown in Road Book 2 at Page 17 and recorded January 18, 2007 in Book 4336 at Page 844 in the Mesa County Clerk and Recorder's Office.


Prepared by
Date: 9/14/09
Marla Mellor McOmber, PLS 24961
For and on behalf of Jacobs Engineering Group Inc.

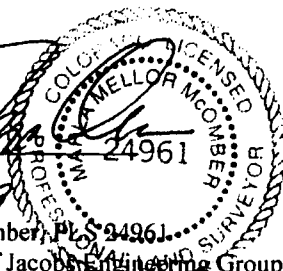
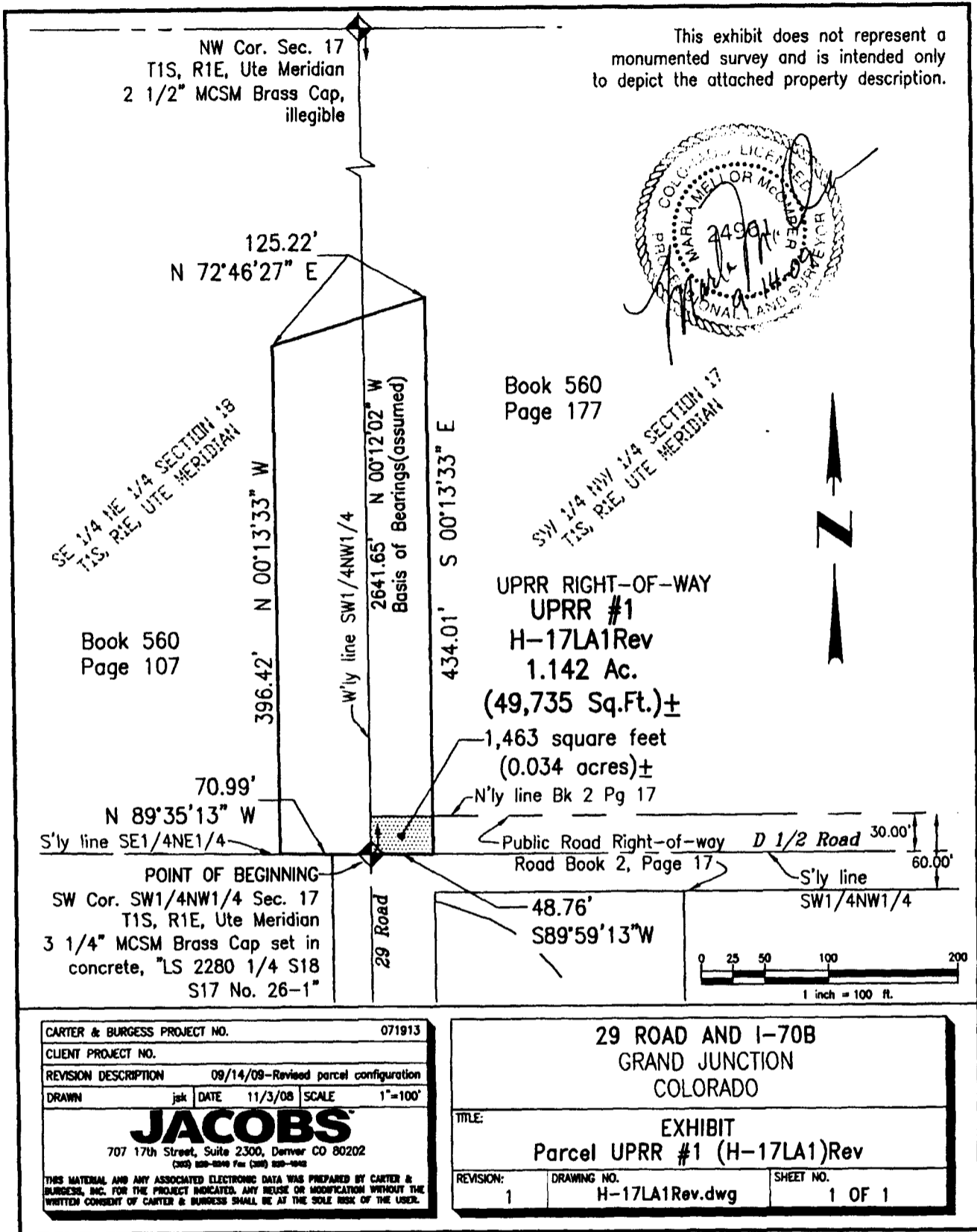


EXHIBIT A



of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to...

mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is

\$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at: P.O. Box 45023, Jacksonville, FL 32232-5023 .



September 25, 2009
Folder: 02465-00

U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CITY OF GRAND JUNCTION, COLORADO
JOHN SHAVER, ESQ
250 NORTH 5TH STREET
GRAND JUNCTION CO 81501

Dear Mr. Shaver:

This letter ("Agreement") confirms our understandings covering the possible sale by Union Pacific Railroad Company ("Seller") to CITY OF GRAND JUNCTION, COLORADO, a municipal corporation of the State of Colorado ("Buyer") of Seller's interest in certain real property in Grand Junction, Colorado.

The undersigned will recommend to Seller's Management a sale of the Property on the following terms and conditions:

Article 1. Description of Property:

The Property is approximately **49,735 square feet (1.14 acres)** as shown on the print dated August 12, 2009 attached hereto as Exhibit A and made a part hereof and better described below:

1. Net Sale Area consists of **48,272 square feet (1.108 acres)** of land shown on Exhibit A. For purposes of this Agreement, the phrase "Net Sale Area" means the gross square footage (or gross acreage) of the Property, less only the square footage (or acreage) of any portion of the Property located within D ½ Road right-of-way (the "Roadway Area").
2. Roadway Area consists of **1,463 square feet** of land shown on Exhibit A.

The legal description of the Property will be determined by a Survey ("Survey"), which has been provided to Seller by Buyer at Buyer's sole cost and expense.

Article 2. Sale Price:

- A. The sale price (“Sale Price”) for the Property shall be **Two Hundred Forty One Thousand Three Hundred Sixty Dollars (\$241,360.00)**.
- B. The Sale Price is computed as follows:
 - A. **Net Sale Area of 48,272 square feet (1.108 acres) x \$5/sf = \$241,360.00**
 - B. **Roadway Area of 1,463 square feet x \$0.00/sf = \$0.00**
- C. The Sale Price will be adjusted on the basis set forth in Article 2-B if the area of the Property, as determined by Seller's Senior Manager Engineering Services or his authorized representative, or as determined by the survey, differs from the area set forth in Article 1-A.

Article 3. Feasibility Review/Right of Entry:

- A. For **Sixty (60) days** from the date of execution of this Agreement by Buyer (“Feasibility Review Period”), Buyer and its agents and contractors may enter upon the Property to perform environmental audits, soil tests, engineering and feasibility studies of the Property. If the results of such audits, tests or studies, or Buyer’s review of title or any other matters relating to the Property are unsatisfactory, Buyer may terminate this Agreement by giving Seller written notice before the end of the Feasibility Review Period. If no such written notice of termination is given before the end of the Feasibility Review Period, the Property will be deemed suitable for Buyer’s purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for Buyer pertaining to the Property and such reports will become the sole property of Seller without cost or expense of Seller and this Agreement will terminate without any further force and effect, and without further obligation of either party to the other.
- B. Buyer’s right to enter upon the Property pursuant to Article 3-A is subject to the following:
 - 1. To the extent it may lawfully do so, Buyer will indemnify, defend and save harmless Seller and/or Seller’s affiliates (Seller’s affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyer, its agents or contractors prior to Closing.
 - 2. Buyer and Buyer’s agents and contractors (collectively “Contractors”) will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller. If Buyer discovers hazardous or toxic substances or materials, Buyer will immediately notify Seller.

3. Buyer will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated in connection with any environmental assessments. Prior to the issuance of any final environmental report, Seller will have the opportunity to make comments, pose questions and offer recommendations to the Contractor preparing the report.
 4. Buyer agrees, to the extent it may lawfully do so, to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Property on behalf of Buyer prior to Closing.
 5. If the sale of the Property does not close, Buyer will, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller may perform the work of restoration and Buyer will reimburse Seller within thirty (30) days after rendition of bill by Seller.
- C. Absence of markers is not a warranty by Seller of no subsurface installations. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, the following procedures will be followed by Buyer and Buyer's Contractors:
1. Protection of any 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. Buyer will telephone 1-800-336-9193 (a 24-hour, 7-day number for emergency calls) during normal business hours (7 A.M. to 9 P.M., CT, Monday-Friday, except holidays) to determine if any fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the address at the top of this Agreement, of the results of its investigation.
 2. Before drilling or excavating with mechanized equipment, Buyer will explore with hand tools to a depth of at least eight (8) feet below the surface or will use suitable detection equipment.
- D. Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, Buyer will remain obligated to comply with the provisions of Article 3-A and 3-B and Seller will retain all of its remedies for Buyer's default under Article 3-A and 3-B.

Article 4. As Is Sale - Release - Indemnity:

- A. Prior to the Closing Date, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer's proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an "AS IS" condition, with all faults, and Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property

(including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

- B. **FROM AND AFTER CLOSING, BUYER WILL RELEASE SELLER, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.**
- C. The provisions of this Article 4 will survive the delivery of the deed and will bind and inure to the benefit of the parties hereto, their heirs, successors and assigns.

Article 5. Escrow, Title Insurance and Abstract of Title:

- A. Seller will not furnish title insurance or an abstract of title to the Property. Buyer may, at its sole option and expense, obtain a preliminary title report ("PTR") in order to review the status of title to the Property during the Feasibility Review Period. If Buyer obtains a PTR, a copy will be delivered to Seller. Seller has no obligation to cure any title defects or to assist Buyer in obtaining title insurance.
- B. If Buyer desires title insurance, Buyer shall pay the cost of any title insurance and any endorsements or changes to the title policy desired by Buyer. If an escrow is used, Buyer shall pay any and all fees relating to the escrow, including, but not limited to, any City and/or County Transfer Taxes and recording fees.

Article 6. Form of Deed; Reservations:

- A. At Closing, Seller will transfer Seller's interest in the Property to Buyer by Quitclaim Deed, subject to all outstanding rights, whether or not of record, and subject to the restrictions and covenants set forth in Article 7 hereinafter.
- B. Seller will reserve from the transfer all minerals and mineral rights without right of surface entry.

Article 7. Post-Sale Covenants.

The Property is quitclaimed by Seller subject to the following covenant, condition and restriction which Buyer by the acceptance of this Deed covenant for himself, his heirs and assigns, faithfully to keep, observe and perform:

Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The foregoing covenant, condition and restriction shall run with the Property, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Seller, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Article 8. Existing Agreements:

- A. If any lease or "Use Rights" (license or other rights to use the Property) affects only the Property whether identified by Seller before or after execution of this Agreement), Seller's rights and obligations under any such identified lease or Use Right will be assigned to and assumed by Buyer at or after Closing.
- B. Buyer acknowledges that the Property may be subject to unidentified Use Rights. It is the responsibility of Buyer to determine if any of these unidentified Use Rights exist.

Article 9. Closing - Default:

- A. Closing will occur on or before **December 23, 2009 ("Closing Date")**. The Closing will be deemed to occur upon payment of the Sale Price by a cashier's or certified check, and delivery of the deed. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyer.
- B. If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement as Buyer's sole remedy against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder.
- C. If Closing fails to occur due to default by Buyer, Seller may terminate this Agreement and neither Seller nor Buyer shall have any further obligations or liability hereunder except for any of Buyer's surviving obligations pursuant to Article 3 (B) hereof. In no event shall Seller have any obligation whatsoever to extend the Closing Date for any reason if Buyer fails to perform.

Article 10. Prorations:

Local property taxes, if any, and other assessments due and payable in the year of Closing, as well as rental under any leases or Use Rights that are being assigned, will be prorated as of the date of Closing. Buyer will assume any installments of assessments not yet due and payable.

Article 11. Negotiations – Brokers and Finders:

Negotiations relative to this transaction have been carried on by both parties without the intervention of any person which will give rise to any valid claim against either of the parties hereto, for brokerage commission or other like payment. Each party hereto shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payments arising out of the transaction contemplated by this Agreement and occasioned by the indemnifying party.

Article 12. Subdivision/Platting Compliance:

It may be necessary to comply with local or state subdivision or platting laws or regulations prior to Closing. All necessary applications, maps and other requirements to comply with this requirement will be completed by Buyer at Buyer's sole cost and expense, and are subject to review and approval by Seller before filing. If Buyer fails to comply with subdivision requirements prior to the Closing Date, or if any proposed subdivision plat or parcel map contains conditions affecting Seller, the Property prior to Closing, or other real property owned by Seller, then Seller, in its sole and absolute discretion, may terminate this Agreement. Seller is not obligated to extend the Closing Date due to Buyer's failure to comply with subdivision or platting requirements prior to the Closing Date.

Article 13. Eminent Domain.

The parties acknowledge that Buyer has the authority to condemn the Property under its power of eminent domain. Buyer represents that it will institute eminent domain proceedings in the event that Seller does not sell the Property upon the terms set forth in this Agreement. The parties further acknowledge that Seller intends to treat the sale of the Property as sold under imminent threat of condemnation, pursuant to Section 1033 of the Internal Revenue Code of 1986 (26 U.S.C.).

Article 14. Seller's Management Approval:

BUYER ACKNOWLEDGES THAT NEITHER THIS AGREEMENT NOR THE NEGOTIATIONS LEADING TO THIS AGREEMENT CREATE ANY OBLIGATION ON THE PART OF SELLER TO SELL THE PROPERTY TO BUYER UNLESS THIS AGREEMENT IS APPROVED IN ACCORDANCE WITH SELLER'S MANAGEMENT POLICY STATEMENT. IF SUCH APPROVAL IS NOT GIVEN AND COMMUNICATED TO BUYER BY THE CLOSING DATE, THIS AGREEMENT WILL TERMINATE AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATION.

Article 15. Condemnation:

If, prior to Closing, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement. In the event of such termination, this Agreement will be without any further force and effect and without further obligation of either party to the other. If neither party elects to terminate pursuant to this Article 15- Condemnation, the Sale Price will be determined as though such condemnation had not occurred, and the net proceeds of condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer at Closing.

Article 16. New Public Road Crossing Overpass Agreement:

On or before the Closing Date, Buyer and Seller shall have executed that certain New Public Road Crossing Overpass Agreement between Seller and Buyer, identified in the records of Seller as Folder No. 2566-84, for the construction, maintenance and use of the new 29 Road Overpass Grade Separation Crossing to be located at Railroad Milepost 446.46 on Seller's Glenwood Springs Subdivision.

If you agree with the foregoing terms and conditions with respect to the possible purchase of the Property, please indicate your acceptance of these terms and conditions by signing in the acceptance space provided below and returning one copy to Gregg A. Larsen at the address listed on the bottom of the first page of this letter, in order that it is received by Seller no later than **October 16, 2009**. Please also indicate below how you wish to take title. If you have questions, please call Gregg A. Larsen at (402) 544-8552.

Sincerely,

Chim D. Dell
General Director - Real Estate

ACCEPTED AND AGREED THIS 9th DAY OF OCTOBER, 2009

CITY OF GRAND JUNCTION, COLORADO

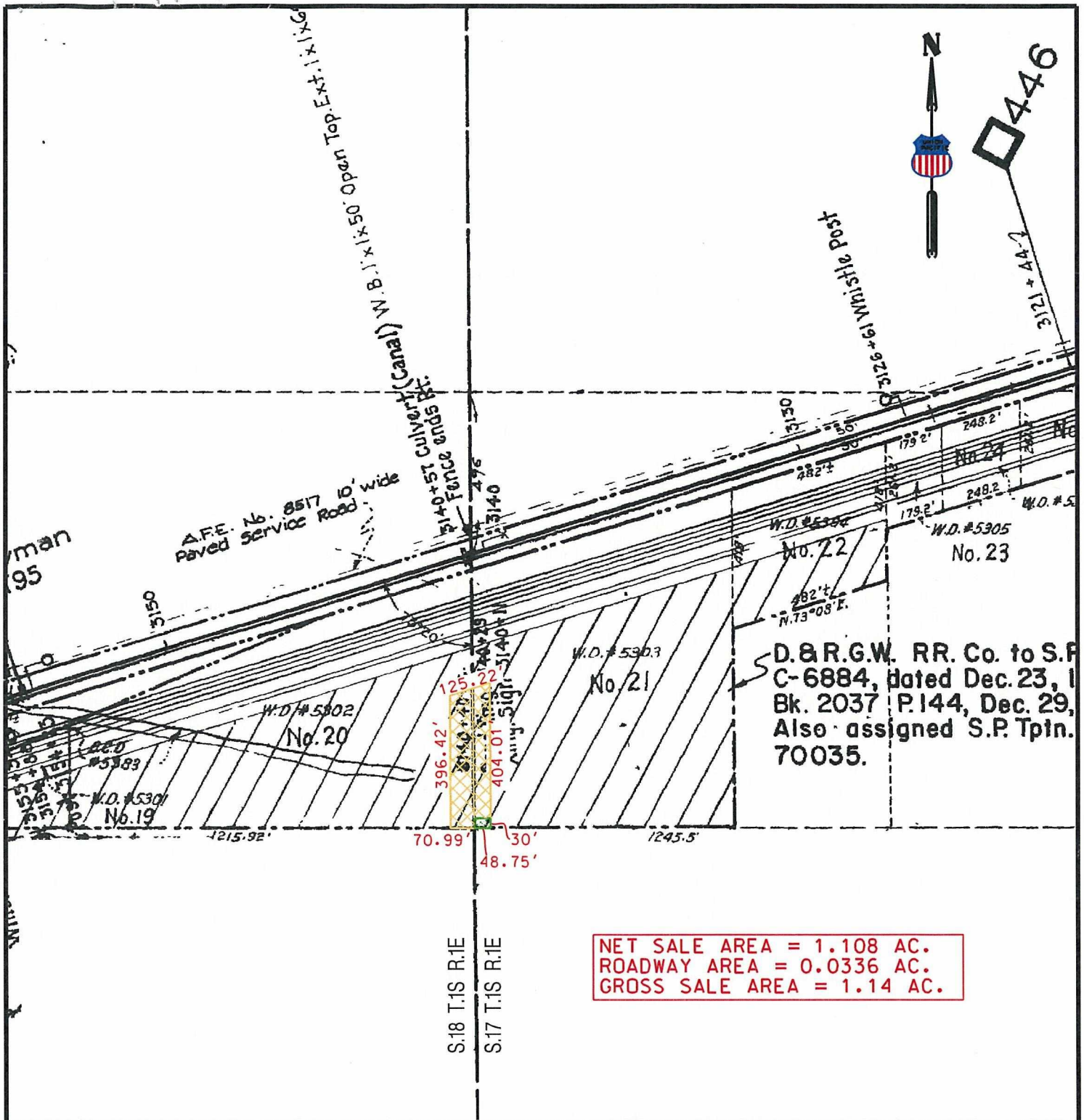
By: Tom Mow
Its: P.W. : Planning Director

Title to the Property will be taken as follows:

THE CITY OF GRAND JUNCTION, a Colorado home rule municipality



Mailing Address: 250 NORTH 5th STREET

GRAND JUNCTION, CO 81501



NET SALE AREA = 1.108 AC.
 ROADWAY AREA = 0.0336 AC.
 GROSS SALE AREA = 1.14 AC.

LEGEND:

- SALE AREA SHOWN 
- ROADWAY AREA SHOWN 
- R.O.W. OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

GRAND JUNCTION, MESA COUNTY, CO
 M.P. 446.36 - GLENWOOD SPRINGS SUB.
 TO ACCOMPANY AGREEMENT WITH
 CITY OF GRAND JUNCTION

DRGW CO 8D / 16
 SCALE: 1" = 400'

OFFICE OF REAL ESTATE
 OMAHA, NEBRASKA DATE: 9-24-2009

NLP FILE: 2465-00

CADD FILENAME	0246500.dgn
SCAN FILENAME	c:/work/cov8d16-2465-00.cit

