

PUBLIC ROAD CROSSING LICENSE

THIS PUBLIC ROAD CROSSING LICENSE ("License") is made by and between **Great Western Railway of Colorado, L.L.C.** ("Licensor") and **Town of Mead, Colorado** ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

RECITALS:

Licensee desires to reconstruct, widen, maintain and use a public road crossing (the "Road Crossing") for the purposes of vehicle and pedestrian traffic, more particularly described in Licensee's application marked as Exhibit A (the "Application"), consisting of gravel, asphalt, or concrete roadway approaches, asphalt crossing surface and all appurtenances thereto, including but not limited to any gates, cattle guards, stop signs, identification signs, drainage facilities, on, over and across the Licensor's right of way and track at Mile Post No. 8.36, at or near Town of Mead, Weld County, Colorado, as shown on Exhibit B.

Licensor is willing to grant Licensee a license to use the Road Crossing subject to the terms and conditions set forth below.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

ARTICLE I. LICENSOR GRANTS RIGHT

A. Licensor grants Licensee a license to construct, use and maintain the Road Crossing at the location shown on Exhibit B subject to the terms and conditions set forth herein. In consideration of the license and permission granted herein, Licensee agrees to observe and abide by the terms and conditions of this License and to pay to the Licensor, in advance, a one-time licensee fee of forty-five thousand and 00/100 U.S. dollars (\$45,000.00). Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor has executed it. The Licensee will pay the applicable Sales Tax to the Licensor on any payment of the license fee or administrative fee payable under this License, which payment will be made to the Licensor at the same time as the license fee or administrative fee is payable to the Licensor under this License. The failure by the Licensee to pay to the Licensor the amount of any Sales Tax or administrative fee owing and due hereunder will constitute a default by the Licensee under this License and will entitle the Licensor to exercise any and all rights and remedies available to the Licensor for the recovery of the license fee or administrative fee in arrears.

ARTICLE II. CONSTRUCTION OF ROAD CROSSING

A. Licensor, at Licensee's sole cost and expense, will furnish the materials for and install the portion of the Road Crossing between the rails of the tracks and for one (1) foot on the outside of each rail (and will furnish and install any necessary stop signs and identification signs on each side of the crossing) and raise, or cause to be raised, any interfering wire line, as more particularly described on Exhibits B and C. In performing this work, Licensor, acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor for the Licensor's cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools. The Parties itemize these costs at Exhibit C. Licensor's share of the project costs will be

zero percent. Licensee is responsible for the construction, maintenance, repair or renewal of the remaining portion of the Road Crossing and installing any and all appurtenant gates, fences, cattle guards, drainage facilities, traffic signs, and traffic devices shown on Exhibit B. Plans for the construction shall be approved in advance by Licensor, and the construction work shall be done to the satisfaction of the Licensor. Licensee, at Licensee's sole cost and expense, will furnish the materials for and install the portion of the Road Crossing from one (1) foot on the outside of each rail to the expansion of the roadway and the pedestrian sidewalk. Prior to entry on Licensor's property to do its work on construction, Licensee shall contact Licensor's agent to arrange for necessary flaggers and safety supervisors, at Licensee's sole cost and expense. The Licensee is responsible for obtaining all applicable regulatory approvals for modification to the crossing prior to Licensor beginning construction.

ARTICLE III. USE

Licensee shall have no right to use or cross any other portion of Licensor's property, unless by separate agreement, or to use the Road Crossing for any purposes other than as may be expressly permitted herein, and Licensee, as a further consideration, cause and condition without which this License would not have been granted, agrees to restrict and not use the Road Crossing for those purposes.

Except during construction of the Road Crossing as provided in Article II when temporary cessation of operations is necessary, Licensee shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger rail operations or facilities of the Licensor.

Licensee shall require and shall take all steps necessary to ensure that all persons using the Road Crossing come to a complete stop before the tracks, look carefully for approaching trains before fouling or crossing tracks, and yield to any approaching train.

The Road Crossing shall not be used by vehicles of a size, configuration or weight that would damage the tracks, equipment, installations or facilities of Licensor or any equipment, installations or facilities located on Licensor's property but belonging to third persons unless approved in advance in writing by Licensor and then only after suitable precautions have been taken to avoid any such damage. The Licensee recognizes and acknowledges that this is a fundamental material provision of this License.

ARTICLE IV. SIGHTING AT CROSSING

Where Licensee's property adjoins Licensor's property, in the vicinity of the Road Crossing, Licensee shall keep its property free of bushes, trees, weeds, vegetations, and all other obstructions of any kind that could interfere with a motor vehicle operator sighting an approaching train. It shall be Licensee's responsibility and duty to prevent all unauthorized persons from using the Road Crossing and nothing herein shall be construed to relieve Licensee of this responsibility and duty.

Licensee assumes, at its own risk and expense, sole responsibility for determining if any signs, signals or other warning devices are necessary or appropriate for the safety of persons or property using the Road Crossing and specifically acknowledges that Licensor has no obligation or duty whatever to make any such determination. If the installation of any signs, signals or warning devices on the Road Crossing is presently or hereafter required by law, court order or by competent public authority, or is otherwise

requested by Licensee, the same shall conform to any then currently applicable practices of the Licensor for such devices as to design, material and workmanship and all costs incurred by the Licensor related to the installation, operation, maintenance, renewal, alteration and upgrading thereof shall be solely borne by Licensee.

ARTICLE V. INSURANCE

Licensee shall purchase and maintain insurance as specified below covering the crossing, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A- and Financial Size Category of X by A.M. Best Company:

A. Commercial General Liability Insurance written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).

B. Workers' Compensation and Employers' Liability Insurance providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop-gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.

C. Business Automobile Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.

D. Umbrella Liability Insurance written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability and Business Automobile Liability Insurances.

The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.

E. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and

their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate insurance coverage.

If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.

Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.

All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of Required Parties.

Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

In the event that installation or maintenance of the Road Crossing is to be performed by a private contractor, such contractor shall execute Licensor's standard agreement for right of entry and use of premises and provide evidence of insurance coverage as specified in such agreement.

ARTICLE VI. TERM

This License shall take effect as of the Effective Date and, unless sooner terminated as herein provided, shall remain in effect in perpetuity. If Licensee fails to keep or perform any of Licensee's covenants contained in this License, Licensor has the right to terminate this License upon advance written notice to Licensee ("Written Notice of Termination"). The Written Notice of Termination shall identify the non-performance or breach of covenant giving rise to the termination notice and the proposed termination date if Licensee fails to cure the non-performance or breach, which shall be not less than one hundred and eighty (180) days following delivery of the Written Notice of Termination to Licensee. In addition, either Party, for any reason, may terminate this License upon giving not less than two hundred and forty (240) days' advance written notice to the other Party of an intention to terminate; such termination may be with or without cause and regardless of performance or non-performance of any of the covenants and agreements

contained herein and regardless of any fee having been paid in advance for any period and without regard to any loss or damage incurred by either Party as a result of such termination or cancellation.

ARTICLE VII. ADDITIONAL PROVISIONS

A. Crossing Maintenance: Licensee shall be responsible for the cost of any and all maintenance necessary to the Road Crossing and any and all appurtenances thereto. Licensor acting as the agent of Licensee, may perform such work as is necessary in the sole judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than thirty (30) days advance written notice of its intention to do so.

B. Restoration: Upon termination of this License by either Party, Licensor shall have the option to promptly remove said crossing from Licensor's property, and restore said property to its prior condition, or a condition satisfactory to Licensor's authorized representative all at the cost and expense of Licensee. Licensor acting as the agent of Licensee, may perform such restoration as is necessary in the sole judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools.

C. Assignment: This License and all of the provisions contained in this License shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Licensee agrees that it may not assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of Licensee may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.

D. Indemnity:

(1) Licensee acknowledges that persons and property on or near the crossing, whether during construction, installation, use, maintenance or relocation, are in constant danger of injury, death or destruction, incident to the operation of the railway tracks, whether by Licensor or others, and Licensee accepts this License subject to such dangers.

(2) INsofar as it legally may and without waiving any governmental immunity that may be available by law to the licensee, licensee, as further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless licensor, its owners, its parent companies, subsidiaries, and affiliates, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders and employees (the "indemnitees") and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons, invitees and licensees of the

PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, LEGAL FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.

(3) THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY HEREIN ASSUMED BY LICENSEE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKMENS' COMPENSATION LEGISLATION.

(4) LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILWAY COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE LICENSE AREA.

(5) AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (I) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (II) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

E. Severable: This License is executed by all Parties under current interpretation of any and all Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination thereof, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.

F. Amendments in writing: No oral promises, oral agreements, or oral warranties shall be deemed a part of this License nor shall any alteration, amendment, supplement or waiver of any of the provisions of it be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.

G. Additional Uses: This License is made subject to the rights previously or simultaneously granted by or through Licensor for any sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of pipelines, communication lines, power lines, railway tracks and signals, and any and all applicable appurtenances. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Road Crossing by Licensee.

H. Licensee Responsibilities & Non-waiver: Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities. Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License. The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.

I. Legal Fees: In the event that Licensor shall incur any costs or expenses, including legal fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee hereunder.

J. Cumulative Remedies: The Licensor's remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.

K. Survival of Obligations: All of the obligations, representations and warranties of Licensee accruing during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.

L. Force Majeure: The Licensor shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labour difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.

M. No Registration: The Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.

N. Liens: Insofar as it legally may and without waiving any governmental immunity that may be available by law to the Licensee, Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction of the Road Crossing, and agrees to immediately satisfy any liens so placed.

O. Temporary Closure: In the event of an emergency or hazard, at the sole discretion of Licensor, Licensor may temporarily close the Road Crossing to respond to emergency or hazard.

P. Currency: Unless otherwise indicated, all currencies and amounts shown on this License are in U.S. dollars.

Q. Exhibits: All Exhibits attached hereto are incorporated as if fully set forth herein.

R. Notice: Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

Licensor: Great Western Railway of Colorado, L.L.C.
Attn: Director of Real Estate
252 Clayton Street
Denver, Colorado 80206

Licensee: Town of Mead, Colorado
Attn: Town Engineer/Public Works Director
441 Third Street
Mead, Colorado 80542

S. Governing Laws: This License shall be governed under the laws of the State of Colorado, and the Parties attorn to the exclusive jurisdiction of the federal or state courts of the State of Colorado to deal with all actions in respect of this License. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

T. Pursuant to Colorado law, any financial obligations of Licensee contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available on an annual basis.

U. Nothing in this License shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Licensee, its officials, employees, contractors, or agents, or any other person acting on behalf of the Licensee and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate as of the date of execution as set forth below:

Licensors: **Great Western Railway of Colorado, L.L.C.**

Licensee: **Town of Mead, Colorado**

By:

By:

Date:

Date:

Exhibit A



APPLICATION PROCESS & INSTRUCTIONS

Telephone (303) 398-0400, Fax (866) 351-9503

PUBLIC GRADE CROSSING APPLICATION

It is the Railroad's policy that two existing grade crossings must be removed for one new grade crossing installation to be approved. INCOMPLETE applications may result in processing delays. Applications submitted without the required fees will not be processed.

If this application is approved, applicant agrees to reimburse the railroad for any cost incurred by the applicant incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. A non-refundable fee in the amount of \$4,500 USD (\$5,708 CAD) is due with the application. In addition, fees will be assessed pursuant to a written crossing agreement.

(Be sure to list the check number(s) at the bottom of the cover sheet AND application)

Make check(s) payable to:

OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street
Denver, CO 80206

(As information, future payments will also be sent to the address listed above.)

If the submitted application and/or plans require review by an environmental (HAZMAT) or other outside consultants, it will solely be at the applicant's expense and in addition to the aforementioned fees.

Once an executable Public Grade Crossing agreement is submitted to you, the agreement must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: _____

CHECK NUMBER(S): _____





PUBLIC GRADE CROSSING APPLICATION

Telephone (303) 398-0400, Fax (866) 351-9503

SECTION 1: TO BE COMPLETED FOR ALL CROSSINGS

1. Complete Legal Name of Applicant: Town of Mead
2. Agreement to be in the name of (if different from above): _____
3. Type of Entity (please mark one): Corporation ___ LLC ___ Individual ___ Municipality Partnership ___ General ___ Limited ___ Other _____
4. If applicable, state/province of incorporation or organization: State of Colorado
5. Federal Tax Identification number (U.S. Leases): _____
6. Mailing Address: 441 Third Street, Mead, CO 80542
7. Overnight Delivery Service Address (if different): _____
8. Contact Person: Erika Rasmussen Title: Town Engineer/Public Works Director
9. Phone No.: (970) 805-4185 Fax No.: (_____)
10. Email: erasmusen@townofmead.org
11. Email Address Where Notices Can be Sent to: erasmusen@townofmead.org
12. **Billing Contact Name, Phone Number, and Address Required:**
Erika Rasmussen, (970) 805-4185, 441 Third Street, Mead, CO 80542

13. Type of Road Crossing:

<input type="checkbox"/> Private Farm Crossing	<input type="checkbox"/> Private Commercial Crossing	<input type="checkbox"/> Contractor's Crossing
<input type="checkbox"/> Pedestrian Overpass	<input type="checkbox"/> Pedestrian Underpass	<input checked="" type="checkbox"/> Other <u>Existing Crossing Widening</u>
<input checked="" type="checkbox"/> Existing Crossing	<input type="checkbox"/> New Installation	<input type="checkbox"/> Relocation
<input checked="" type="checkbox"/> Permanent Use	<input type="checkbox"/> Temporary Use for _____ Mos.	<input checked="" type="checkbox"/> Reconstruction
14. Crossing will be used to access Welker Ave
15. Proposed Width of Crossing: 104 feet
16. Desired Material for Crossing (circle one): Wood Planks / Concrete / Asphalt / Rubber / Other Concrete
17. Type of Vehicles to be driven over crossing:

<input checked="" type="checkbox"/> Passenger Cars	<input type="checkbox"/> Recreational Vehicles	<input type="checkbox"/> Pickups
<input type="checkbox"/> Farm Equipment	<input type="checkbox"/> Heavy Construction Equipment	<input type="checkbox"/> Other _____
18. Approximate number of daily one way trips over the crossing 3223 ADT
19. Name of Owner of Property to be served by crossing Town of Mead
20. Address if different than above _____
21. Railroad being crossed: Great Western
22. Milepost (application will not be processed without a MP) 0008.36
23. Crossing is located in the: SE 1/4 Section 16, Township 3N, Range 68W
(Example: SE ¼ of NW ¼ Section 15, Township 39N, Range 12E)
- In/Near the City of Mead County Weld State CO

Attach a legal description of your property to be served by the crossing and a property or county map showing the location of the crossing. Indicate on the map the distance measured along the track between the crossing and fixed objects in the vicinity (i.e., bridge, culvert, railroad mile marker, public road).



PUBLIC GRADE CROSSING APPLICATION

Telephone (303) 398-0400, Fax (866) 351-9503

SECTION 2: TO BE COMPLETED FOR EXISTING CROSSINGS ONLY

Name(s) of previous users of crossing Town of Mead

Crossing is currently covered by Agreement Number N/A

Dated _____ with _____

SECTION 3: TO BE COMPLETED FOR INSTALLATION OF NEW CROSSINGS ONLY

How the property is currently accessed?
N/A

Why was the access to property not obtained from previous owner?
N/A

Desired crossing will be _____ feet () North () South () East () West

Of nearest _____ () Public () Private road crossing.

Track is in _____ ft. cut/fill Number tracks crossed _____ Track is on: () Curve Straight

SECTION 4: REQUIRED Location: Geographical Coordinates (in decimal degrees)

Latitude 40.2332174 Longitude -104.999837

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine credit worthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: September 13, 2023

LIST CHECK NUMBER(S): _____

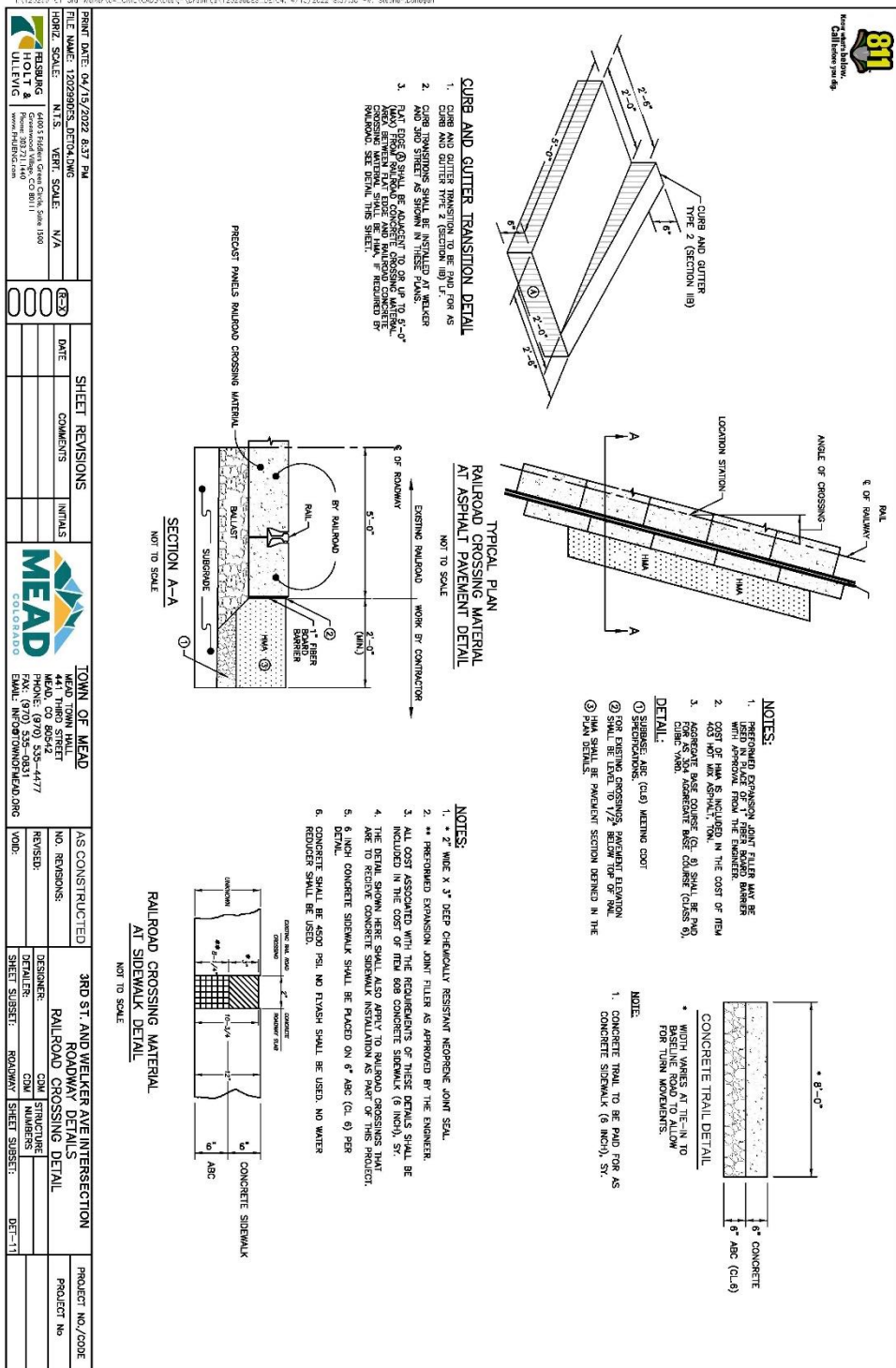
Signature: Erika Rasmussen Digitally signed by Erika Rasmussen
Date: 2023.09.13 09:12:19-06'00'

Name Printed: Erika Rasmussen

Title: Public Works Director

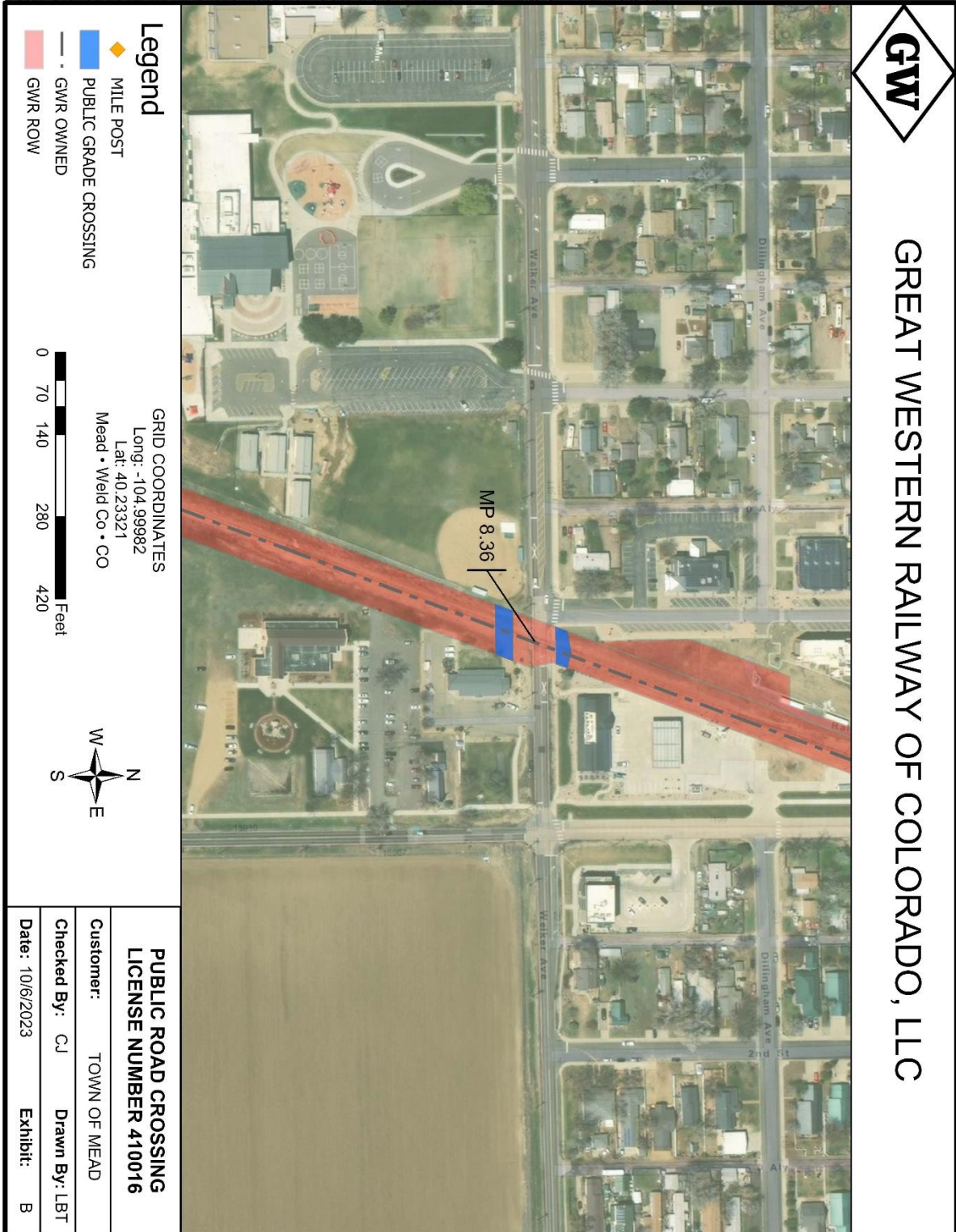
Phone No.: 970-222-0787

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION



PRINT DATE: 04/15/2022 8:37 PM FILE NAME: 12029805_DET04.DWG HORIZ. SCALE: N.T.S. VERT. SCALE: N/A DESIGNED BY: H. HOLT & ULLMANN DRAWN BY: H. HOLT & ULLMANN CHECKED BY: H. HOLT & ULLMANN DATE:		SHEET REVISIONS NO. DATE COMMENTS INITIALS 1. 2. 3.		TOWN OF MEAD MEAD TOWN HALL 441 THIRD STREET MEAD, NE 69101 PHONE: (970) 535-4477 FAX: (970) 535-0831 EMAIL: INFO@TOWNOFMEAD.ORG		3RD ST. AND WELKER AVE INTERSECTION ROADWAY DETAILS RAILROAD CROSSING DETAIL DESIGNER: CDM STRUCTURE DETAILER: CDM STRUCTURE SHEET NUMBER: CDM STRUCTURE ROADWAY SHEET SUBSET: DET-11		PROJECT NO./CODE PRODUCT NO.	
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Document Path: S:\LANDRAIL_LLC\Mapping Project\GIS\GWR\CO\GWR_ Exhibits\GWR_ Exhibits.aprx



GW

GREAT WESTERN RAILWAY OF COLORADO, LLC

<p>Legend</p> <ul style="list-style-type: none"> ◆ MILE POST PUBLIC GRADE CROSSING GWR OWNED GWR ROW 	<p>GRID COORDINATES</p> <p>Long: -104.99982 Lat: 40.23321 Mead • Weld Co • CO</p>
<p>0 70 140 280 420 Feet</p>	<p style="text-align: center;"> N W E S </p>
<p>PUBLIC ROAD CROSSING LICENSE NUMBER 410016</p>	
<p>Customer: TOWN OF MEAD</p>	<p>Drawn By: LBT</p>
<p>Checked By: CJ</p>	<p>Exhibit: B</p>
<p>Date: 10/6/2023</p>	

Exhibit C

Great Western Railway of Colorado - Welker Avenue Crossing Replacement								
					<i>payroll burden</i>	33%		
Position	Qty	Rate	ST Hours	OT Hours	Total Cost			
Field Manager	1.00	\$ 60.00	40	-	3,192			
Total Internal Labor					1	40	-	3,192
Material	Unit	Curr	Rate	Qty	Total Cost			
Concrete Panels	TF	USD	275.00	106	29,047			
Rail 115#	LF	USD	46.00	320	14,720			
Rail 90#	LF	USD	25.00	160	4,000			
10' Ties (Preplated- Incl. Pandrol Plates)	EA	USD	200.00	75	15,000			
Cross Ties 7"x9"x8'6"	EA	USD	85.00	100	8,500			
Cut Spike Plates	EA	USD	15.00	138	2,070			
Spikes	KEG	USD	120.00	9	1,080			
115# ANCHORS	EA	USD	3.00	788	2,364			
RAIL JOINT WELD	EA	USD	1,500.00	10	15,000			
BALLAST	TONS	USD	38.00	130	4,940			
6" PERFORATED PIPE	LF	USD	10.00	251	2,513			
ASPHALT BASE	TONS	USD	250.00	50	12,500			
Pandrol Clips	EA	USD	5.00	300	1,500			
Total Material					113,233			
Contract Services	Vendor	Curr	Rate	Qty	Total Cost			
Crossing Replacement		USD	750.00	106	79,219			
Install Crossties		USD	75.00	100	7,500			
Traffic Control		USD	15,000.00	1	15,000			
Paving		USD	250.00	137	34,250			
Total Contract Services					135,969			
Other Capital	Vendor	Curr	Rate	Qty	Total Cost			
Administrative Costs		USD	260,320.46	5%	13,016			
Total Other Capital					13,016			
Taxes		Curr	Rate		Total Cost			
Sales Tax		USD	1.070		7,926			
Total Taxes					7,926			
Total Welker Avenue Crossing Replacement Cost					273,336			
Funding	Amount	Payment Terms			Total Funding			
Funding	273,336.48	100%	-	-	273,336			
Total Funding					273,336			