

AGREEMENT RELATING TO VALLEY HIGHWAY - Denver, Colorado

THIS AGREEMENT, Made this 24th day of August, 1956, by and between THE STATE HIGHWAY COMMISSION OF COLORADO, a body corporate, for the use and benefit of the DEPARTMENT OF HIGHWAYS OF THE STATE OF COLORADO, said Commission and Department being hereinafter called the "Department", party of the first part, and THE COLORADO AND SOUTHERN RAILWAY COMPANY, a Colorado corporation, hereinafter called the "C&S", and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas corporation, hereinafter called the "Santa Fe", and SANTA FE LAND IMPROVEMENT COMPANY, a California corporation, hereinafter called the "Land Company", parties of the second part, WITNESSETH:

WHEREAS, The Department in cooperation with the City and County of Denver, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", is building through the City a superhighway, commonly known as the "Valley Highway", and is acquiring right of way for, and is preparing to construct in the near future, that part of the Valley Highway which will extend from about West 8th Avenue to about South Emerson Street in said City; and

WHEREAS, Said part of the Valley Highway and its access roads will be constructed in about the locations indicated on the maps attached hereto, marked "Exhibit A" and "Exhibit B", and hereby made a part of this agreement; and

WHEREAS, Under authority of the laws and statutes of the United States and of the State of Colorado, the Department with concurrence and approval of the Bureau of Public Roads will allocate funds for the purpose of constructing highway-railroad grade separation structures on State Highway No. 186, located on the easements shown as E-13 and E-14 on said Exhibit "A" and at E-15 and G-28 on said Exhibit "B", all in the City and County of Denver, State of Colorado, and also is causing to be made plans, specifications and estimates, which plans for these structures have been examined and approved as to vertical and horizontal clearances by the Railroads involved; and prior to a call for bids by the Depart-

ment, for construction of said structures, a set of detailed plans and specifications will be submitted to the Railroads for approval; and

WHEREAS, Part of said Valley Highway will be constructed by the Department on land owned by the Land Company, and on right of way and land owned by the C&S, on part of which are located the C&S's and Santa Fe's main lines of railroad, branch lines and miscellaneous tracks, and a part of which is held for business and industrial development and use; and

WHEREAS, to permit the construction aforesaid, the parties have agreed as hereinafter set forth:

NOW, THEREFORE, For the purposes aforesaid the parties hereto, each acting in consideration of the promises, covenants and agreements of the others herein contained, do promise and agree to and with each other as follows, to-wit:

SECTION I.

SALE AND CONVEYANCE OF LANDS

1. The Land Company shall convey to the Department, or as otherwise herein directed by the Department, by special warranty deed, with merchantable title, the following designated parcels of land:

a. the four (4) parcels numbered and marked "F-3", "F-4", "F-8", and "F-10", and shown by green tint, on said Exhibit A;

b. the two (2) parcels numbered and marked "H-1" and "H-7", and shown by orange tint, on said Exhibit A, together with all rights and interests which the Land Company may have in or to that part of the Platte River Drive in the City and County of Denver adjoining said parcel H-1, the said part of the Platte River Drive being a part of the parcel numbered and marked "S-5", and shown in pink tint, on said Exhibit A; and

c. the parcel numbered and marked "H-11", and most of which is shown by orange tint, on said Exhibit A, excepting, however, from said parcel H-11 all of the small triangle thereof lying in South Lipan Street

and numbered and marked "S-12", and shown in pink tint, on said Exhibit A, provided, however, that the Land Company shall also convey at the same time all of its rights and interests in and to said parcel S-12.

The Land Company, the Santa Fe, and the C&S, as their respective ownerships may be, shall have the right to remove from all of said above designated parcels of land, and to keep, any and all railroad tracks, rails, ties, culverts, poles and wires and all materials and property of every kind, now, or at the time of delivery of possession of the land, located on said parcels of land. It is agreed that each of said parcels of land above designated, to be conveyed by the Land Company to the Department, or as herein directed by the Department, is of the respective market value set forth in the Table attached hereto, marked Exhibit C, and hereby made a part of this agreement. Said market values so stated, and each of the same, are for the land only, and do not include any tracks, rails, ties, culverts, poles, wires, materials or property owned and to be removed therefrom as above provided. The Department shall pay to the Land Company for each of said parcels hereinbefore designated, as the purchase price for each of the same, and contemporaneously with the delivery of the deed for each of said parcels, the respective market value set forth in said Exhibit C for each said parcel.

2. The C&S shall convey to the Department by special warranty deed, the two (2) parcels of land, numbered and marked "C-6" and "C-9", and shown by blue tint, on Exhibit A, and shall also convey to the Department by quitclaim deed, all of the C&S's right, title, and interest in and to the parcel of land numbered and marked "C-2", and shown by blue tint, on said Exhibit A. The Department, in exchange for the said conveyance to it of said parcels C-6, C-9, and C-2, hereby directs that the Land Company convey to the C&S by special warranty deed, the said two (2) parcels H-1 and H-7, together with all rights and interests which the Land Company may have or may have acquired, in or to that part of the Platte River Drive

in the City and County of Denver adjoining said parcel H-1 (either as presently open to the public travel, or as it may be vacated) the said part of the Platte River Drive being a part of the said parcel S-5; and the Department hereby directs that the Land Company convey in like manner and form to the C&S as part of said exchange, the said parcel H-11, excepting, however, from said parcel H-11 all of that small triangle thereof lying in South Lipan Street and numbered and marked S-12 on said Exhibit A; provided that the Land Company shall also convey to the C&S at the same time all of its rights and interests in and to said parcel S-12. In addition to causing said conveyances to be made as aforesaid to the C&S, the Department shall pay to the C&S in cash the sum of Twenty-four Thousand Nine Hundred and Ninety and No/100 Dollars (\$24,990.00), said sum being the agreed excess in value of the parcels of land to be conveyed by the C&S to the Department over the value of the parcels of land to be so conveyed by the Land Company to the C&S; said payment of said sum to be made contemporaneously with the delivery of the aforesaid deeds. The C&S and the Santa Fe, as their respective ownerships may be, shall have the right to remove from said parcels of land C-2, C-6, and C-9, and to keep, any and all railroad tracks, rails, ties, culverts, poles, and wires, and all materials and property of every kind now, or at the time of delivery of possession of the land, located on the said parcels of land.

3. The C&S shall convey to the Department by quitclaim deed all of the C&S's right, title, and interest in and to the two (2) parcels of land numbered and marked "C-16" and C-17", and shown by blue tint, on said Exhibit B. The C&S shall have the right to remove from said two (2) parcels of land, and to keep, any and all railroad tracks, rails, ties, culverts, poles, and wires, and all materials and property of every kind now, or at the time of delivery of possession of the land, located on said parcels of land. It is agreed that said two (2) parcels of land to be conveyed by the C&S to the Department under this paragraph 3 have the market value set forth in said Exhibit C; and the

Department shall pay to the C&S said market value as the purchase price for said two (2) parcels of land contemporaneously with the delivery of the deed for each of the same. Said purchase price so stated and each of the same, are for the land only and do not include any tracks, rails, culverts, poles, wires, materials or property owned and to be removed as above provided.

4. a. For the location, construction and maintenance of grade separation structures, the C&S shall by deed convey to the Department three (3) perpetual easements in the two locations numbered and marked "E-13" and "E-14", and shown by hatched lines, on said Exhibit A, and in the location numbered and marked "E-15", and indicated by yellow tint, on said Exhibit B; provided that the instruments of conveyance therefor shall provide that, if said easements are ever abandoned in the future for use for public road purposes, they and all the Department's interest therein shall revert to the C&S.

b. For the location, construction and maintenance of a grade separation structure, the Santa Fe shall by deed convey to the Department a perpetual easement in the location numbered and marked "G-18", and shown by purple tint, on said Exhibit B; provided that the instrument of conveyance therefor shall provide that, if said easement is ever abandoned in the future for use for public road purposes, it and all the Department's interest therein shall revert to the Santa Fe.

c. By the said instruments of conveyance provided for in paragraphs 4 a. and 4 b. hereinabove the C&S and the Santa Fe shall each reserve to itself, its successors and assigns, the perpetual, continued and uninterrupted right to use their respective rights of way and property for railroad purposes at the places where said easements cross the same, and also shall reserve the right to use their respective rights of way and property for other purposes not inconsistent with the maintenance and use of the grade separation structures to be constructed over and upon said easements.

5. It is understood and agreed that the parcels of land to be conveyed by the C&S are presently subject to a railroad mortgage and that a reasonable length of time shall be accorded to the C&S within which to obtain releases of said lands from said mortgage. It is estimated that at least ninety (90) days will be required for this purpose, after the execution of this agreement by all parties. The C&S agrees to use reasonable diligence to obtain such release under and pursuant to the provisions of the mortgage.

6. Notwithstanding any provision in this agreement about the conveyance of merchantable title, all lands to be conveyed under this agreement shall be conveyed and accepted subject to any and all leases, licenses, and easements of every kind and nature whatsoever now thereon, or any part thereof. Any rents shall be adjusted as of the date of delivery of the deed for the land to which the rents pertain.

7. At the time of the delivery of the deeds provided for herein, the C&S, Santa Fe and Land Company each shall make and deliver to the Department a release of all claims for severance damages to its respective railroad and properties and of all other claims for damages to the remainder of its respective railroad and properties, resulting in any way from the separation of the lands and easements to be conveyed by them to the Department under this agreement.

8. Ordinances have already been adopted by the City and County of Denver, State of Colorado, vacating the following described portions of public streets, avenues, and ways, for the purpose of vesting title thereto in the C&S or Land Company, to-wit:

- a. That part of the Platte River Drive numbered and marked "S-5", and shown in pink tint, on said Exhibit A;
- b. That part of West 3rd Avenue numbered and marked "S-19", and shown in pink tint, on said Exhibit A; and
- c. That part of South Lipan Street numbered and marked "S-12", and shown in pink tint, on said Exhibit A.

In the event the C&S, the Santa Fe, or the Land Company shall consider in the future that any further or additional action on the part of said City and County of Denver will be required to make certain the title to said portions of said streets, avenues, and ways, the Department shall cooperate in every reasonable way in getting the City and County of Denver to take any such action. Furthermore, the Department agrees to cooperate, upon request, with the C&S and the Santa Fe in procuring from the City and County of Denver by ordinance, the grant to the C&S and to the Santa Fe of any and all necessary revocable permits for the construction, ownership, maintenance, and operation of all railroad tracks of the C&S and Santa Fe, whether main line, branch line, switch, industrial, or any other type or kind whatsoever, over and across any and all streets and alleys which may be open thoroughfares and which will be crossed or occupied by any of the railroad tracks of the C&S or Santa Fe to be constructed, relocated, changed, or extended, under this agreement.

9. Except as otherwise provided in paragraph 6 of Section III, below, with respect to parcels of land C-16 and C-17, the deed or deeds to be made by the Land Company to the Department shall be delivered as promptly as they reasonably can after the execution of this agreement, and the C&S and the Land Company shall deliver the remaining deeds as hereinbefore provided, for the respective lands to be conveyed, as soon as they reasonably can after the C&S has obtained release of its said mortgage. Each party shall pay and bear all taxes of every kind on the parcels of land to be conveyed by it, including all taxes payable for the year in which possession is delivered to the Department; provided, however, that any taxes assessed against the Land Company on parcels H-1, H-7, and H-11 for the year in which possession of the said parcels is delivered to the C&S shall be prorated between the Land Company and the C&S to the date of delivery of possession.

10. As soon as they reasonably can after the execution of this agreement and after that part of West 3rd Avenue identified as S-19 in paragraph 8 above,

has been vacated, and after the Department shall have requested the relocation of the railroad tracks contemplated in Section II hereof and shall have done the rough grading for the relocated tracks, the C&S shall remove and relocate, on the terms and provisions of this agreement as a whole, the railroad tracks and other property now situated on said parcels of land numbered C-6, C-9, C-2, F-3, F-4, F-8 and F-10, to be conveyed by the C&S and the Land Company to the Department, and upon the completion of the removal of said tracks and other property from said parcels of land, the C&S, Santa Fe, and Land Company shall deliver possession to the Department of said parcels of land. As soon as this agreement is executed, the Land Company shall deliver possession to the C&S of the parcels of land H-1, H-7, and H-11 to be conveyed by the Land Company, as directed hereinbefore by the Department. Delivery of possession of the easements above-provided for, E-13, E-14, E-15, and G-18 will be made upon request of the Department after the execution of this agreement. Delivery of possession of parcels of land C-16 and C-17, to be conveyed by the C&S to the Department is covered by the provisions of paragraph 6 of Section III hereof.

SECTION II.

RELOCATION OF (1) C&S AND SANTA FE MAIN LINE TRACKAGE,
AND (2) C&S TRACK KNOWN AS "SHERIDAN BRANCH", AND CON-
NECTIONS AND APPURTENANCES TO EACH, BETWEEN WEST 8TH
AVENUE AND SOUTH KALAMATH STREET

The C&S acting for itself and the Santa Fe, shall furnish all labor, materials and equipment therefor and do all of the following work, to-wit:

(a) Relocate the C&S and Santa Fe main line tracks between the points marked "A" and "B" on said Exhibit A by moving them from the locations shown in yellow lines to the locations shown in red lines on said Exhibit A. It is understood and agreed that the C&S and Santa Fe must maintain their railroad operations during the relocation of their said main lines, and that they cannot give up the use of both of said main lines at any one time.

In order to allow for the maintenance of railroad operations

during the relocation, the C&S will provide a temporary track connection between the present and proposed locations of the Santa Fe main line track, as shown on said Exhibit A by a green line between points marked thereon "D" and "Z", and will also construct a temporary track connection between the C&S and Santa Fe main lines in the location shown on said Exhibit A by a green line between the points marked thereon "I" and "J", just south of South Kalamath Street.

(b) Relocate the parts of the C&S railroad track known as its "Sheridan Branch" by moving (1) part of it from the location shown in yellow lines between the points marked "K" and "L" on said Exhibit A to the location shown in red line between the same points, and (2) part of it from the location shown in yellow line between points marked "M" and "N" on said Exhibit A to the location shown in red line between the same points. It is understood and agreed that the C&S must maintain its said Sheridan Branch in operation while it is being relocated, and in order to do so, the C&S will construct a temporary track connection to connect the track in its present location with the track in its new location at about the location marked "O" as shown in green line on said Exhibit A.

(c) Relocate the following designated connecting and miscellaneous tracks from the locations shown in yellow lines to the locations shown in red lines, all as shown on said Exhibit A, to-wit:

(1) C&S track at location marked "P", in the vicinity of West 8th Avenue.

(2) C&S track at location marked "Q" in the vicinity of West 8th Avenue.

(3) C&S-Santa Fe track at location marked "R" in the vicinity of Rio Grande Boulevard.

(4) Santa Fe track at location marked "T" in the vicinity of Rio Grande Boulevard.

(5) C&S track at location marked "U" in the vicinity of South Lipan Street.

(6) Santa Fe track at location marked "V" in the vicinity of South Lipan Street.

(7) C&S track at location marked "W" in the vicinity of South Kalamath Street.

(8) While the parties believe that the seven tracks named in this subparagraph (c) constitute all of the connecting and miscellaneous tracks which will have to be relocated between West 8th Avenue and South Kalamath Street as the result of the work to be performed under this agreement, it is agreed, however, that in the event there should develop the need for relocating or changing any other railroad tracks as a result of the relocations to be performed under this Section II, the C&S shall have the right to do so, notifying the State thereof in advance.

(d) Shown on Exhibit A in solid black line between points marked "A" and "B" and between points marked "A" and "X" are the approximate locations of the existing C&S, Santa Fe, and Western Union telephone, telegraph and signal lines and signal facilities along the trackage to be relocated and in the area affected by this Section II of this agreement. These lines and signal facilities will have to be relocated as a consequence of the work to be done under this agreement. The C&S shall remove, to the extent deemed necessary by it and the Santa Fe, and relocate so much of said lines and facilities, or any part thereof,

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as they desire in locations satisfactory to them on the new right of way to be acquired under this agreement and on the old right of way presently owned by either the C&S or Santa Fe between West 8th Avenue and South Kalamath Street. It is understood, further, that the C&S shall maintain for it and the Santa Fe, continuous telephone, telegraph and signal service at all times while the work provided for in this agreement is being done.

(e) Although the parties agree that West 3rd Avenue will be vacated across the railroad tracks of the C&S and Santa Fe as relocated, if said West 3rd Avenue is to be kept open for public travel across the railroad tracks during the construction of any part of the Valley Highway, after the relocation of the main lines of the Santa Fe and the C&S, the C&S shall move the automatic electric grade crossing signals now located at the crossing of West 3rd Avenue to the new location of said main lines over said West 3rd Avenue, and there connect up said signals and place them in operation.

SECTION III.

RELOCATION OF C&S TRACK KNOWN AS "CONNORS BRANCH" AND CONNECTIONS WEST OF SOUTH BROADWAY, AND REMOVAL OF TRACKS ON THE NORTHEASTERLY SIDE OF THE CONNORS BRANCH BETWEEN SOUTH BROADWAY AND SOUTH EMERSON STREET.

1. The C&S shall provide all labor, materials and equipment therefor and relocate its track known as the "Connors Branch" by moving it from the location shown in yellow line to the location shown in red line between points marked "AA" and "BB", as shown on said Exhibit B. It is understood and agreed that the C&S must maintain its Connors Branch operations during said relocation, and in order to do so, the C&S will construct a temporary track connection between the said Branch in its present location and the new location at the location marked "Y" and shown in green line on said Exhibit B.

2. The C&S shall provide all labor, materials and equipment therefor and relocate the following designated connecting tracks west of South Broadway from

the locations shown in yellow lines to the locations shown in red lines, and at approximately the locations marked on said Exhibit B as follows:

C&S track at location "CC"
C&S track at location "DD"
C&S track at location "EE"
C&S track at location "FF"
C&S track at location "GG"

provided, that, before the C&S shall move any part of said track shown at said location FF, which track is numbered 417 on the C&S maps, the Department shall procure and deliver to the C&S (a) from the owner of said track an agreement in writing granting to the C&S the right to remove said track from its present location, shown in yellow line on Exhibit B, to the proposed new location, shown in red line on Exhibit B, and the right to operate the same in the new location on any property of the owner, and (b) grants of any and all necessary rights of way for the construction, maintenance, and operation of said track as so relocated over any property of any other person than the owner of said track.

3. The C&S shall provide all labor, materials and equipment therefor and remove so much as is owned by the C&S of all railroad tracks now located north-easterly of said Connors Branch between South Broadway and South Emerson Street, as shown in yellow lines at approximately the locations marked on said Exhibit B, as follows:

- (a) C&S Track No. 420 at "HH", in the vicinity of Kentucky Avenue, except north 28 feet thereof which is not owned by the C&S.
- (b) C&S Track No. 421 at "II" in the vicinity of Kentucky Avenue.
- (c) C&S Track No. 595 at "JJ" in the vicinity of Kentucky Avenue, except north 366 feet thereof which is not owned by the C&S.
- (d) C&S Track No. 668 at "KK" in the vicinity of Kentucky Avenue, except north 387 feet thereof which is not owned by the C&S.
- (e) C&S Track No. 631 at "MM" in the vicinity of Kentucky Avenue.
- (f) C&S Track No. 637 at "NN" in the vicinity of Arizona Avenue.
- (g) C&S Track No. 618 at "OO" in the vicinity of South Emerson Street.
- (h) C&S Team Track No. 645 at "PP" in the vicinity of South Logan Street.

With respect to the 28 feet of C&S Track No. 420, the 366 feet of C&S Track No.

595, the 387 feet of C&S Track No. 668, and all the 240 feet of Track No. 682, located in the vicinity of East Kentucky Avenue, the C&S shall be under no obligation to take up the lengths of such track just mentioned, because the same are owned by others than the C&S. If the Department obtains written permission and consent to the removal from the owners of the trackage just mentioned, the C&S will take it up also, at the cost and expense of the Department, at the time it takes up the C&S-owned trackage mentioned in this paragraph.

4. The C&S shall have the right to provide itself with new team track facilities, in lieu of said Team Track No. 645, to be removed under paragraph 3 (h) of this Section III, by constructing, changing, and extending the tracks situated southwesterly of said Branch in the approximate manner and locations shown in red lines on said Exhibit B, and marked "QQ" thereon, in the vicinity of South Logan Street; provided, that the C&S shall have the right to provide the new team track facilities at any other point on the Connors Branch, as it may elect, in lieu of locating them in locations "QQ".

5. If, with respect to any of the trackage to be removed or relocated under this Section III, the consent and approval of the Public Utilities Commission of the State of Colorado is required, it is understood and agreed that the C&S shall be under no obligation to remove or relocate any of said tracks, notwithstanding anything to the contrary contained in this agreement, if and so long as said Public Utilities Commission shall prohibit the same. The Department shall cooperate fully in procuring, whenever deemed advisable by the C&S, the consent of the Public Utilities Commission to the removal, relocation or change of any of the tracks referred to in this Section III. The Department will hold the C&S and Santa Fe harmless from any and all claims by any and all persons, industries, businesses, or establishments whatsoever arising out of, or in any way connected with, the removal, relocation or change of any of the tracks covered by this agreement, or any part thereof, which removal, relocation or change, it is hereby

agreed by the parties is made necessary by, and will result from, the proposed construction of the said Valley Highway.

6. The relocations, removals and changes, of the tracks called for by paragraphs 1, 2, 3, and 4 of this Section III of this agreement will be made within ninety (90) days of the Department's giving the C&S a written request that the same be made; and the C&S will deliver to the Department possession of parcels of land C-16 and C-17 as soon as the railroad tracks thereon have been relocated, removed, or changed as contemplated by this agreement. The C&S and the Department agree that the closing of the transaction for the sale and purchase of parcels C-16 and C-17 will not take place until such time as the Department has the required authorization and appropriations for the same, and that the postponement of the closing of the sale of these properties shall not affect in any way the sale of the other parcels of land to be sold by the C&S to the Department under this agreement.

7. The C&S shall make all necessary relocations of existing C&S, Santa Fe and Western Union telephone, telegraph, signal lines and signal facilities shown in black lines between points marked "RR" and "SS" on said Exhibit B, relocating a portion or all of said lines and facilities in a new location satisfactory to the C&S and reasonably close to said Connors Branch as relocated. It is understood, further, that the C&S shall maintain continuous telephone, telegraph and signal service at all times while the work provided for in this agreement is being done.

SECTION IV.

ADDITIONAL WORK TO BE PERFORMED BY THE C&S

If by reason of the construction and location of said superhighway or any of its appurtenances, it shall be necessary to remove, reconstruct, relocate, or rearrange any of the tracks, facilities or structures of the C&S or Santa Fe not herein specifically covered by the provisions of this agreement, the C&S shall

have the right to do so, notifying the Department thereof in advance.

SECTION V.

GENERAL PROVISIONS .

1. All railroad tracks to be relocated or changed by the C&S under any provision of this agreement shall be constructed to grades and alignments in accordance with plans and specifications prepared and approved by the Assistant Chief Engineer of the C&S, except that plans for rough grading and drainage for said tracks shall be incorporated in the Department's plans for highway construction, and said rough grading and drainage shall be done by the Department at its expense; provided, however, that in the event that to wait for the Department to do the work provided for in this paragraph would unduly delay the C&S in doing the work, or any part thereof, required of it under this agreement, the C&S shall have the right to do all of such work which otherwise would have been done by the Department. The fine grading and the furnishing and placing of ballast for the tracks and the rearranging of the tracks shall all be done by the C&S.

2. In the event the C&S shall deem it advisable to assign an inspector to any of the work to be done under this agreement by either the Department, its contractors, the C&S, or others to insure the safety of railroad operations during construction of the Valley Highway and any other work to be done under this agreement, or to insure the proper quality of the work done, the C&S shall have the right to place inspectors on the work for that purpose during such times as it may deem to be reasonably necessary.

3. In the event that it becomes necessary to route trains through turnouts, other than those used in normal railroad operations, because of the relocation and rearrangement of tracks as provided for in this agreement, the C&S may employ switch tenders to the extent it deems them to be necessary.

4. The C&S may employ, to the extent it deems necessary, flagmen for the protection of train operations and vehicular traffic, or either of the same, for any period of time during the prosecution of work under this agreement.

SECTION VI.

GRADE SEPARATIONS TO BE PROVIDED BY THE DEPARTMENT

1. The provisions of paragraphs 1 through 12 of this Section VI shall apply to the construction and maintenance of the grade separation structures which are to be built on the easements hereinbefore provided for and marked E-13, E-14, E-15, and G-18 on Exhibits A and B. The provisions of said paragraphs shall apply in either the singular or the plural, or both, to the said rail grade separation structures. The term "Railroad" as used in this Section VI shall mean either the C&S or the Santa Fe, or both of said railroads, to the extent that the tracks and property of either or both are involved in the grade separations herein provided for. None of the provisions of this Section VI with respect to said grade separation structures shall be deemed, construed or taken to change or alter any of the terms, provisions, covenants, promises, or agreements set forth in any of the other Sections of this Agreement.

Agreements on the Part of the Department

2. Advertisement for Bids - Contract. Department agrees to advertise for bids and to enter into contracts for the construction of required grade separation structures in accordance with this Section VI, and in accordance with Plans and Specifications prepared and approved by the Department and which will have been approved by Railroad and the Bureau of Public Roads prior to award of any contract by the Department.

3. Construction by Department. Department agrees to perform or cause to be performed, without cost to Railroad and in manner acceptable to Railroad, and in accordance with said Plans and Specifications, all work on Railroad's property relating to the highway grade separation structures and to the highway, and the grading and location thereof, including all necessary backfill and approach grades, and including all drainage of every kind which results, or will result, in any

5/2/72

Scobey - C&S

Widen bridges

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Page 17-

7- Maintenance

way from the construction of said grade separation structures or highway.

4. Supervision by Department. Department agrees to maintain direct supervision over the operations of all contractors and subcontractors performing work upon the property of Railroad.

5. Plans and Specifications. All work performed on Railroad's property pursuant to this agreement shall be done strictly in accord with said Plans and Specifications as heretofore or hereafter approved in writing by Department and Railroad; but, notwithstanding any consents or approvals given by Railroad, Railroad shall not be liable or responsible in any manner for the structural design, details or construction of the grade separation structure, roadway and approaches. No work upon Railroad's property, not contemplated by said Plans and Specifications, shall be done or performed except by and with the prior written consent of Railroad.

6. Contractor's Operations. Department agrees that, as a part of any contract between Department and any contractor performing any work on the property of Railroad pursuant to this agreement, it will require such contractor to enter into contract with Railroad in the form, and containing the covenants, conditions and stipulations, set forth in Exhibits D and E hereto attached and made a part hereof, which contract, if desired by Railroad, will be modified and changed to the extent which may be required to make it clearly applicable to the particular grade separation structure to be built under any such contract.

7. Maintenance. Upon completion of said structure (including superstructure, substructure, piers, abutments and walls, approaches and backfill), highway and drainage required by reason of said structure and highway, Department shall and will, at its sole cost and expense, maintain the same in first-class condition and repair and renew the same whenever necessary. This requirement shall not impose upon Department any responsibility for care or maintenance of Railroad's track and appurtenances, roadbed, or drainage not resulting in any way from the construction of said grade crossing structures or highway.

8. Contractor's Defaults and Omissions. Department shall be responsible, within the limits of its contract with its contractor performing work on Railroad's property, for correction or elimination of the defaults or omissions of contractor or any subcontractor in respect of its or their performance under this contract or any contract between Railroad and contractor.

9. Abandonment of Structures and Highway. If at any time the said highway and/or structures located on Railroad's property shall be abandoned or shall cease to be used as a public roadway, the license hereby granted shall terminate; and, in that event, Department, at its sole cost and expense, agrees to remove said structures and restore Railroad's property to its first and former state and condition as nearly as possible.

Agreements On The Part Of Railroad

10. Changes in Railroad's Facilities. Railroad agrees, at Department's cost and expense, to make any and all temporary changes and modifications in its facilities located on Railroad's right of way that may be necessary to permit construction and maintenance of the grade separation structures in accordance with said Plans and Specifications, except grading, surfacing, and backfilling as provided for in agreements on the part of the Department in paragraph 3 of Section VI hereof. Railroad shall have no obligation with respect to removing, relocating or reinstalling the facilities of any of Railroad's lessees or licensees, required to be removed, relocated or reinstalled incident to construction of the grade separation structures, but Department shall make all arrangements with respect thereto with the owners thereof, which arrangements shall be subject to the approval of Railroads obtained prior to commencement of the work.

11. Cancellation. In the event delays, expenses, or difficulties arise in securing necessary Federal approvals, or in acquiring necessary right of way, or in settling damage claims, or for any other reason, which, in the opinion of the Department, render it impracticable to utilize Federal funds from the current

appropriation for the construction of the grade separation structures, then at any time before actual construction is started pursuant to proper Federal approval or authority, the Department may serve formal notice of cancellation upon the Railroad with respect to any or all of said grade separation structures and thereupon this Section VI shall be deemed null and void with respect to any such structure affected by such cancellation; provided, however, that the Railroad shall be paid in full, pursuant to Section VII hereof, for any and all costs and expenses incurred by it up to the date of any such cancellation.

12. Approval of Public Utilities Commission. The provisions of this Section, other than for the preliminary preparation of plans and specifications for the crossing, shall not become effective unless and until the location of and the plans and specifications for the grade separations, hereby provided for, have been approved by the Public Utilities Commission of the State of Colorado.

SECTION VII.

FEDERAL AID PROJECT - PAYMENT

1. Federal Aid Project. It is understood that the entire project covered by this agreement is to be financed in part from funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptances of work, and procedure in general are subject at all times to all Federal laws, rules, regulations, orders and approvals applying to them as Federal Aid projects.

2. No Benefit to the C&S, Santa Fe, or Land Company. It is understood no benefit will accrue to the C&S, Santa Fe, or the Land Company with respect to the provisions of any Federal highway act or statute whatsoever, requiring participation on the part of any railroad or other company in the construction costs of the project covered by this agreement, or any part thereof, on the basis of the net benefit received. It is further understood that, in accordance with the provisions of governing Federal regulations and memoranda, no benefit will accrue to the C&S, the Santa Fe, or the Land Company as the result of the construction of said Valley

Highway, or any part thereof, or from the doing of any of the work covered by this agreement.

3. The Department shall, upon rendition of bills therefor by the C&S, pay to and reimburse the C&S for the entire amount of all costs and expenses incurred by it in connection with the work performed by it under this agreement, whether done upon or in connection with the railroad lines, railroad tracks, or property of the C&S or of the Santa Fe, including, but not limited to, all expenses and costs incurred by the C&S under Sections I, II, III, IV, V, VI, and IX of this agreement; provided, however, the amount payable to the C&S by the Department hereunder shall be equal to, but not in excess of, the amount determined by the provisions of the Policy and Procedure Memorandum 30-3 of the Bureau of Public Roads, U. S. Department of Commerce, effective August 15, 1955, and all subsequent amendments thereto.

SECTION VIII.

PERFORMANCE OF WORK BY DEPARTMENT'S CONTRACTORS

1. All work herein provided to be done by the Department on the property and rights of way of the C&S and Santa Fe shall be done in a manner satisfactory to the Assistant Chief Engineer of the C&S, or his duly authorized representatives, and shall be performed at such time and in such manner as not to interfere unreasonably with or hinder the movement of trains and traffic upon the tracks of the C&S and Santa Fe. It is further agreed that upon the request of the Superintendent of the C&S, the Department shall require its contractor or contractors to discontinue immediately any practice or practices which, in the opinion of the said Superintendent are unsafe, or which will result in delays and additional expense in the operation of any of the railroad trains, engines, or cars, or damage to the tracks, roadbed, telephone, telegraph, signal wires, or signals of the C&S or Santa Fe or their tenants.

2. Department agrees that, as a part of any contract between the Department and any contractor performing any work on the property or rights of way of the

C&S or Santa Fe pursuant to this agreement, it will require such contractor to enter into a contract and license with the C&S and Santa Fe in the form, and containing the covenants, conditions and stipulations set forth in Exhibits "D" and "E", hereto attached and hereby made a part of this agreement.

SECTION IX.

INSURANCE TO BE CARRIED BY DEPARTMENT'S CONTRACTORS

The Department agrees to procure, without expense to the C&S or Santa Fe, from its contractors doing any of the work on the Valley Highway on any of the C&S and Santa Fe tracks and property in the areas shown on said Exhibits A and B, or in the close proximity thereto, the endorsement of insurance policies described in the statement attached hereto marked "Exhibit E" and made a part of this agreement, and to deliver copies thereof directly to the C&S and to the Santa Fe. No contractor or subcontractor shall enter upon or perform any such work on the property of the C&S or of the Santa Fe or in close proximity thereto unless or until the insurance specified herein in said Exhibit E shall have been delivered to and accepted by the C&S for itself and the Santa Fe, and all such insurance shall be kept in full force and effect during all times any such work is being performed on or in the close proximity of any such property by any contractor or subcontractor.

SECTION X.

AGREEMENTS BETWEEN C&S AND SANTA FE

1. It is further understood and agreed by, and as between, the Santa Fe and C&S that, inasmuch as this agreement is made and is to be performed for the benefit of the State of Colorado and the City and County of Denver, and since there will be a relocation of the existing lines of railroad and facilities in such a way that the said lines of railroad will be substantially the same as before, no retirement losses or gains of any kind whatsoever shall be charged or credited to the cost of maintaining or operating the Denver Terminals by either the Santa Fe or the C&S.

2. It is hereby agreed by, and as between, the Santa Fe and the C&S that neither this agreement, nor the performance of the same, shall prejudice or other-

wise affect any claim or claims of the Santa Fe or the C&S to the right to have, maintain, use, and operate any of its railroad tracks, equipment or facilities, referred to in this agreement, upon the land of the other; and that all the main line, connecting, branch, spur, and other railroad tracks of both the Santa Fe and the C&S, which are relocated and reconstructed under this agreement, shall have the same status in the new locations, respectively, as between the Santa Fe and the C&S, with respect to the right of way therefor, as each corresponding old track had before this agreement was made.

SECTION XI.

APPROVAL BY STATE CONTROLLER

This agreement shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such an assistant as he may delegate.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers thereunto duly authorized the year and day first above written.

Attest:

Irving J. Puse
Chief Clerk

THE STATE HIGHWAY COMMISSION OF COLORADO,
a body corporate, for the use and benefit
of DEPARTMENT OF HIGHWAYS OF THE STATE
OF COLORADO

By *Mark U. Watrous*
MARK U. WATROUS, As Chief Administrative
Officer and as Chief Engineer of Department
of Highways.

Attest:

[Signature]
Secretary

THE COLORADO AND SOUTHERN RAILWAY COMPANY

By *[Signature]*
Vice President

Attest:

[Signature]
Asst. Secretary

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY

By *[Signature]*
Its Vice President

Attest:

[Signature]
Assistant Secretary

SANTA FE LAND IMPROVEMENT COMPANY

By *[Signature]*
Its President

Approved as to Form:

48
20
J.C. Street
General Attorney, C&S

Approved:

[Signature]
Assistant Chief Engineer, C&S

Approved:

_____, Santa Fe

Approved as to Form:

Grant, Shafroth, Toll & McHendrie
By Douglas McHendrie, Santa Fe
Land Improvement Company

Approved as to Form:

DUKE W. DUNBAR, Attorney General
By [Signature]
Deputy Attorney General *OK*

Approved:

[Signature]
State Purchasing Agent

Approved:

[Signature]
Controller
[Signature]
Governor

THE A. T. & S. F. RY. CO.
FORM APPROVED 5/31/56
Grant, Shafroth, Toll and McHendrie
By [Signature]
SOLICITORS FOR COLORADO

STATEMENT OF AGREED MARKET VALUES OF PARCELS OF LAND
PERTAINING TO PARAGRAPHS 1, 2, AND 3 OF SECTION I
OF THE AGREEMENT.

1. Lands to be conveyed by the Land Company to the Department, and lands to be conveyed by the Land Company to the C&S, as directed by Department; all pursuant to Paragraphs 1 and 2, Section I, of the Agreement:

<u>Parcel No.</u>	<u>Agreed Market Values</u>
F-3	\$ 4,700.00
F-4	9,930.00
F-8	6,275.00
F-10	12,935.00
H-1	20,250.00
H-7	26,790.00
H-11	<u>49,400.00</u>
Total	\$130,280.00

2. Lands to be conveyed by the C&S, pursuant to Paragraph 2, Section I, of the Agreement, to the Department in exchange for conveyance to C&S of Parcels H-1, H-7, and H-11:

<u>Parcel No.</u>	<u>Agreed Market Values</u>
C-2	\$ 19,470.00
C-6	4,835.00
C-9	<u>97,125.00</u>
Total	\$121,430.00

3. Lands to be conveyed by C&S to the Department, pursuant to Paragraph 3, Section I, of this Agreement:

<u>Parcel No.</u>	<u>Agreed Market Value</u>
C-16 and C-17	\$ 27,750.00

CONTRACT AND LICENSE

THIS AGREEMENT, Made this _____ day of _____, 195_____,
 by and between THE COLORADO AND SOUTHERN RAILWAY COMPANY (hereinafter called
 the "C&S") acting for itself and also on behalf of THE ATCHISON, TOPEKA AND
 SANTA FE RAILWAY COMPANY (hereinafter called the "Santa Fe"), and _____

_____ ,
 hereinafter called the "Contractor"; WITNESSETH:

WHEREAS, The State Highway Commission of Colorado, a body corporate,
 for the use and benefit of the Department of Highways of the State of Colorado,
 said Commission and said Department being hereinafter called the "Department",
 as party of the first part, and the C&S, Santa Fe, and Santa Fe Land Improvement
 Company, as parties of the second part, have entered into a contract dated _____
 _____, relating to the Valley Highway in the City and County
 of Denver, State of Colorado, which said contract provides, among other things,
 that the Department shall and will require its Contractors to enter into a license
 agreement with the C&S and the Santa Fe for the protection of their properties
 and facilities, and for their indemnification against loss, damage, injuries
 and deaths resulting from or growing out of work done by the Contractor in
 connection with said Valley Highway, and for the procurement of insurance by said
 Contractor; and

WHEREAS, Department and Contractor have entered into a contract dated
 _____, 195_____, covering, among other things, _____

 _____,

which said work is connected with the construction of said Valley Highway and its
 approaches as contemplated by the above-mentioned contract between the Depart-
 ment, the C&S, the Santa Fe, and the Santa Fe Land Improvement Company; and

WHEREAS, the Santa Fe has authorized the C&S to enter into and execute this agreement for and on behalf of both the C&S and Santa Fe;

NOW, THEREFORE, it is mutually agreed by and between the C&S and the Santa Fe, on the one hand, and the Contractor, as follows:

1. LICENSE. In consideration of the premises and of the covenants, conditions, and stipulations hereinafter agreed to to be kept and performed by Contractor and subject to the limitations hereinafter set forth, the C&S and Santa Fe hereby license Contractor to enter upon _____

in the City and County of Denver, State of Colorado, for the sole purpose of performing said contract between Department and Contractor.

2. CONTRACTOR'S OPERATIONS. In consideration of the premises and of the license hereby granted, Contractor hereby agrees to keep and perform the following covenants, conditions and stipulations:

A. Notice. Contractor shall notify the Assistant Chief Engineer of the C&S at Denver, Colorado, at least ten (10) days in advance of the date on which Contractor expects to begin any work on, near, or over the railroad and property of the C&S and the Santa Fe, or of either of them.

B. Care in Performance. During the entire progress of the work on, about, or over the railroad and property of the C&S and Santa Fe, or of either of them, Contractor shall maintain contact and liaison with the Terminal Superintendent of the C&S, so as to ascertain the time of passage of any trains at the project site and so as to clear the railroad tracks and facilities of men, equipment and obstructions to permit free flow of any railroad traffic. Contractor shall perform all work on and about the railroad and premises of the C&S and Santa Fe without interference with the railroad tracks, structures and facilities, or the operations of the tenants, of the C&S and Santa Fe, or of either of them, or with communication and signal lines upon said railroad premises,

except under arrangements made between Contractor and C&S. Contractor shall use the utmost care in protecting the railroad and property of the C&S and Santa Fe, and each of them, and in avoiding accidents. Contractor shall keep said railroad and property free of earth, rock, construction materials, debris and obstructions in any manner deposited by reason of Contractor's operations, so as to permit safe and expeditious movement of railroad traffic.

C. Contractor's Methods and Procedures. Unless methods and procedures have theretofore been provided for in the Plans and Specifications approved by the Assistant Chief Engineer of the C&S, the Contractor, before doing any work, shall agree in advance with said Assistant Chief Engineer concerning methods and procedures covering all construction and work on C&S and Santa Fe property, or on the property of either of them, and, when required by said Assistant Chief Engineer, Contractor shall submit proposals regarding the same in writing. Contractor shall keep covered at all times all pits or openings near or under the railroad tracks of the C&S and Santa Fe, except during the time required for making such pits or openings and performing work therein. No provision of this paragraph shall be construed as relieving Contractor of, or subjecting either the C&S or the Santa Fe to, any responsibility or liability for Contractor's operations, methods and procedures.

D. Clearances. Contractor shall refrain from placing, or permitting to be placed, or to remain, any scaffold, structure, material or other obstructions closer to the tracks and structures of the C&S and Santa Fe than the clearances specified by the Colorado Public Utilities Commission Clearance Regulations of June 1, 1952, or any supplements or amendments thereto; provided that Contractor and the Assistant Chief Engineer of the C&S, approval of the said Commission having first been obtained, may agree upon different temporary clearances.

E. Crossings and Roadways. No new crossing at grade of the railroad tracks of either the C&S or the Santa Fe, or the right of way of either

of them, shall be established or used by Contractor except under plans and specifications, at such places, and under such flagging and protection devices as shall be approved or designated by the Assistant Chief Engineer of the C&S. The C&S may perform all or any part of the work incident to establishing any such crossing at grade, or of removing the same and restoring its tracks and roadbed, or it may require Contractor to perform all or any portion of such work. Contractor shall maintain any such crossing so established in first-class condition at all times and shall keep flange-ways free from ice, snow, dirt, rock, and debris. Contractor shall install, operate, maintain, and remove in manner satisfactory to Assistant Chief Engineer of the C&S suitable barricades adequate to prevent unauthorized vehicles or equipment from using any such crossings or roadways. All cost and expense incident to establishment, maintenance, operation, and removal of any such crossings or roadways and barricades, whether the work be performed by the C&S or by Contractor, shall be borne and paid for by Contractor.

Notwithstanding anything elsewhere contained in this contract, it is understood and agreed that Contractor shall at no time cross the tracks of the C&S or Santa Fe with vehicles or equipment of any kind or character, except at existing public crossings or at crossings established as provided for in the preceding paragraph.

F. Utilities. Contractor shall take such measures as may be agreed upon between the C&S and the Department respecting any utilities located upon the property of the C&S or the Santa Fe. It is understood and agreed that the owner of any utility in, on or above the property of the C&S or the Santa Fe retains the right at his or its election to retain, move, repair, recondition, or relocate the same. If, during progress of the work, Contractor shall discover any utility not specifically known or mentioned, or contemplated by the parties, which utility has to be moved, repaired, reconditioned, or relocated because of the construction or the work to be done hereunder, Contractor shall

give immediate notice thereof to the Assistant Chief Engineer of the C&S, and Department will furnish directions respecting the same; but, unless otherwise agreed upon between Department and the C&S, and directed by Department, Contractor shall make only such temporary or emergency repairs as may be required to protect and safeguard the utility and the property of the C&S and the Santa Fe, as may be necessary prior to commencement of work thereon by the owner of the utility or by the C&S. Whenever or wherever such operations are undertaken by the owners of the utility or the C&S, the Contractor shall cooperate therewith to the extent that ample protection of their work will be provided, to the end that the entire improvement contemplated by this agreement may be expedited to the best interests of all concerned. The terms "utility" and "utilities" as used herein include all properties and facilities of any person, firm or corporation constituting any part of the utility system, including, but not limited to, pipe lines, tube lines, water and gas mains, electrical conduits, sewer pipes, overhead wiring, and supporting structures and appurtenances.

G. Protective Services and Devices - Notice. Contractor shall bear and pay all costs of protecting the property and traffic of the C&S and the Santa Fe made necessary or occasioned by Contractor's operations under this contract. The C&S for itself and the Santa Fe, at the sole cost and expense of Contractor, or of the Department under said agreement dated _____, will furnish such switch tenders, flagmen, telegraph and telephone operators, watchmen and other protective services and devices, as, in the judgment of the C&S, are required to insure the safety and continuity of any railroad or vehicular traffic during Contractor's operations on or about the property and tracks of the C&S or Santa Fe. Railroad personnel while assigned to such protective services at the project shall be and remain the sole employees of Contractor. All flagging and protective services shall be performed strictly in accordance with the directives and instructions issued by the C&S.

Contractor shall confer with the Terminal Superintendent of the

C&S prior to commencing any operations on the property of the C&S and Santa Fe, with respect to the protective services and devices which will be required by the C&S, and the Contractor agrees to use said right of way and property of the C&S and Santa Fe and to cross their tracks, in performing its said contract with the Department, only in the manner, and at such times and locations, and under such protective measures as are designated by such Superintendent or his duly authorized representatives.

Contractor shall notify in writing the Superintendent of the C&S seventy-two (72) hours in advance of commencing any operations on the property of the C&S and Santa Fe which require protective services or devices.

H. Delay to trains. Contractor shall be responsible to the C&S and Santa Fe, and to each of them, and to each of their tenants, for all damages for delay which may be sustained by the C&S or Santa Fe, or their tenants, employees, passengers or freight in its or their care, caused by any interference which could have been avoided by proper handling of the Contractor's work.

I. Reimbursement to the C&S and Santa Fe by Contractor. Contractor shall reimburse the C&S, for itself and the Santa Fe, for the cost of all services and materials supplied to and work performed for Contractor, and for premiums advanced by either the C&S or Santa Fe for the insurance herein specified, within thirty (30) days after receipt of bills therefor. Cost of labor furnished to Contractor by the C&S, including protective services, will be charged in accordance with the respective working agreements between the C&S and its employees. Reimbursement costs shall include, but shall not be limited to, actual cost of wages paid, plus 10% for supervision, accounting and the use of small tools, plus unemployment and retirement taxes, other similar payroll taxes, vacation and holiday allowances, and other customary charges incident thereto, rental of equipment at current rental rates of the railroad doing the work, as well as cost of any materials and supplies, f.o.b. rails, of railroad doing the work, plus 15% to cover transportation and handling, plus any excise taxes on such materials and supplies.

J. Indemnity. Contractor hereby assumes and agrees to protect, indemnify, save harmless and defend the C&S and the Santa Fe, and each of them, and its and their tenants, and its and their respective successors and assigns, and its and their officers, agents and employees, from all liability for any and all personal injuries or death which may be sustained by Contractor, Subcontractors, and the officers, agents and employees of either, while on or about the premises of the C&S or Santa Fe in connection with the performance of the work contemplated by this contract, and from all liability for loss, destruction or damage to property of or in the possession of Contractor, Subcontractors, or the officers, agents and employees of either of them, while on or about the premises of the C&S and Santa Fe, or either of them, for such purpose.

Contractor hereby further assumes and agrees to protect, indemnify, save harmless and defend the C&S and the Santa Fe, and each of them, and its and their tenants, and its and their respective successors and assigns, and its and their officers, agents and employees, from and against any and all liability, claims, suits, damages, losses or expenses whatsoever, on account of injury to or death of persons, including the officers, agents, passengers, and employees of the C&S and Santa Fe, and each of them, and of its or their tenants, or on account of damage, destruction, or loss to property in its or their care, custody or control, which said injury, death, damage, destruction or loss shall arise, in whole or in part, proximately or remotely, out of or be connected with the work contemplated by this contract, or which shall occur or be occasioned, in whole or in part, proximately or remotely, by reason of the presence of Contractor, Subcontractors, its or their officers, agents, employees, equipment or property on or about the premises of the C&S and Santa Fe, and of either of them.

K. Insurance. Contractor, at its sole cost and expense, shall procure, in a company or companies acceptable to the C&S for itself and the Santa Fe, and containing provisions acceptable to it, the following insurance

1. Introduction

The purpose of this report is to provide a comprehensive overview of the current state of the industry, including the market, the competition, and the regulatory environment. The report is intended for the use of senior management and the board of directors.

The report is organized as follows: Section 2 provides a detailed analysis of the market, including the size, growth, and key players. Section 3 discusses the competitive landscape, highlighting the strengths and weaknesses of the major competitors. Section 4 examines the regulatory environment and its impact on the industry. Section 5 concludes with a summary of the key findings and recommendations.

2. Market Analysis

The market is characterized by a high level of competition and a strong emphasis on innovation. The industry is expected to continue to grow at a steady pace over the next several years. The key drivers of growth include increasing demand for high-quality products, the expansion of the middle class, and the growing importance of digital technologies.

The market is segmented into several key areas, including consumer goods, industrial goods, and services. The consumer goods segment is the largest and most competitive, with a high concentration of multinational corporations. The industrial goods segment is characterized by a high level of specialization and a focus on long-term relationships with customers. The services segment is the fastest growing, driven by the increasing demand for professional and business services.

3. Competitive Landscape

The industry is dominated by a few large, established players, but there is a growing number of smaller, innovative companies that are challenging the status quo. The major competitors are characterized by a strong focus on research and development, a high level of operational efficiency, and a strong brand identity.

The key competitive advantages of the major players include a long history of experience, a strong network of relationships, and a high level of financial resources. However, these players are also facing increasing pressure from smaller, more agile competitors that are able to respond more quickly to market changes and customer needs.

4. Regulatory Environment

The industry is subject to a complex and ever-changing regulatory environment. The regulatory landscape is characterized by a high level of government intervention and a strong emphasis on consumer protection. The key regulatory areas include product safety, environmental protection, and labor relations.

The regulatory environment is expected to continue to evolve over the next several years, with a focus on increasing transparency and accountability. This will require companies to invest in new technologies and processes to ensure compliance with the latest regulations.

protection covering all of Contractor's operations on or about the property of the C&S and Santa Fe, or of either of them:

- (1) Workmen's Compensation Insurance in statutory limits.
- (2) Contractors Comprehensive General Liability Insurance in minimum limits of \$200,000.00 for injury to or death of any one person, of \$1,000,000.00 for injury to or death of more than one person in any one accident, and of \$500,000.00 for damage to property in any one accident.
- (3) Railroad Protective Liability Insurance, naming The Colorado and Southern Railway Company and The Atchison, Topeka and Santa Fe Railway Company, as insureds, and providing minimum coverages set forth in Exhibit "E", labeled "Railroad Protective Insurance Endorsement - Public Liability and Property Damage", attached hereto and made a part hereof by reference.

All of the aforesaid insurance shall be made subject to cancellation only upon not less than thirty (30) days' written notice delivered to the Assistant Chief Engineer of the C&S for itself and the Santa Fe. Contractor shall cause Certificates of Insurance, in duplicate, covering insurance specified in (1) and (2) above and duplicate originals of the policies of insurance specified in (3) above, to be delivered to the Department for delivery to said Assistant Chief Engineer of the C&S. Contractor shall not enter upon or perform any work upon the property of the C&S or the Santa Fe until the specified insurance certificates and policies have been delivered to and accepted by the C&S for them. The insurance hereinabove specified shall be carried until all work required to be performed under the terms of this contract is satisfactorily completed, as evidenced by the formal acceptance by the C&S for itself and the Santa Fe. In the event the Contractor shall fail to keep in effect the insurance hereinabove specified, the C&S, at the sole cost and expense of the Contractor, is authorized, but shall not be required, to obtain and keep in effect such insurance.

L. Railroad's Right to Stop Work. If Contractor shall fail to keep

and perform any of the obligations imposed by this Contract and License or by the contract between Department and Contractor, with respect to work performed upon or about the property and tracks of the C&S and Santa Fe, or if the Contractor shall conduct operations in any manner deemed hazardous by the C&S to the safe and expeditious operation of the trains, engines, cars and equipment of the C&S and Santa Fe, the C&S shall have the right to stop Contractor's operations on the property of the C&S and Santa Fe until the acts or omissions of the Contractor have been fully rectified, and no such work stoppage shall create or impose any liability upon the C&S or the Santa Fe or the Department, or relieve the Contractor of any obligations imposed by this contract and license.

3. SUBCONTRACTORS. All of the limitations and obligations imposed upon Contractor and all rights reserved to the C&S and the Santa Fe by this Contract and License shall apply with equal force and effect to any subcontractor performing all or any part of the work contemplated hereunder upon the property of the C&S and the Santa Fe. Contractor shall be and remain primarily liable and responsible to the C&S and Santa Fe for all acts or omissions of any Subcontractor employed upon or about the property of the C&S or Santa Fe. Nothing herein contained shall be construed so as to preclude either the C&S or the Santa Fe from proceeding against Contractor and Subcontractors individually or collectively. Any Subcontractor whose operations are not covered by the insurance provided for hereinabove will not be permitted to work upon or about the property of the C&S or Santa Fe.

4. ASSIGNMENT. This Contract and License shall not be assigned by Contractor to any person, firm or corporation without the express written consent of the C&S, to be given by it for itself and the Santa Fe.

5. SUCCESSORS. Except as limited by the foregoing Section 4, this agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives and successors and assigns.

IN WITNESS WHEREOF, The parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

Secretary

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

By

Its Vice President

ATTEST:

Secretary

THE COLORADO AND SOUTHERN RAILWAY COMPANY

By

Its Vice President

ATTEST:

CONTRACTOR

By

Its _____

APPROVED:

Assistant Chief Engineer, C&S

APPROVED AS TO FORM:

General Attorney, C&S

RAILROAD PROTECTIVE INSURANCE ENDORSEMENT
PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

In consideration of the premium charged for the policy of insurance to which this endorsement is attached, it is further understood and agreed as follows:

1. That The Colorado and Southern Railway Company and The Atchison, Topeka and Santa Fe Railway Company each are hereinafter included in the term "insured" as hereinafter used; and that the term "insured" in the singular shall also mean the plural.

2. That the Insurance Company hereby agrees to pay to and on behalf of the insured and indemnify the insured against:

A. All loss from the liability imposed upon the insured by law for damages for bodily injuries (including death at any time resulting therefrom, and including care and loss of service) suffered or alleged to have been suffered by any person or persons (including, but not limited to, passengers and employees of the insured), caused by, resulting from or in any manner connected with prosecution of the work hereinafter described; and

B. All loss from and liability for damage to or loss or destruction of property and loss of use thereof (including, but not limited to property owned, leased, occupied or used by, or in the care, custody and control of the insured or any employees of the insured), caused by, resulting from, or in any manner connected with the prosecution of the work hereinafter described.

3. The Insurance Company hereby agrees:

A. To defend in the name of and on behalf of the insured any suit or action brought against the insured seeking damages on account of any such bodily injury or death, or property damage, loss or destruction, even if such suit or action is groundless, false or fraudulent; provided, however,

RAILROAD PROTECTIVE INSURANCE ENDOWMENT
PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

In consideration of the premium charged for the policy of insurance
to which this endorsement is attached, it is further understood and agreed as
follows:

1. That the Colorado and Southern Railway Company and the
Associated, Agents and Claims Railway Company each are heretofore insured in
the same amount, at heretofore used, and that the term "insured" in the
aforesaid policies shall also mean the insured.

2. That the Insurance Company hereby agrees to pay to and on
behalf of the insured and indemnify the insured against:

A. All loss from the liability imposed upon the insured
by law for damages for bodily injuries (including death) at any time resulting
therefrom, and including care and loss of services) suffered or alleged to have
been suffered by any person or persons (including, but not limited to, passen-
gers and employees of the insured), caused by negligence from or in any manner
connected with the prosecution of the work hereinafter described; and

B. All loss from and liability for damage to or loss or
destruction of property and loss of use thereof (including, but not limited to,
property owned, leased, occupied or used by or in the care, custody and control
of the insured or any employee of the insured), caused by negligence from
or in any manner connected with the prosecution of the work hereinafter des-
cribed.

3. The Insurance Company hereby agrees:

A. To defend in the name of and on behalf of the insured
any suit or action brought against the insured seeking damages or recovery of
any such damages, injury or death, or property damage, loss or destruction, even
if such suit or action is frivolous, false or fraudulent; provided, however,

that the defense of any suit or action (or the prosecution of any subrogation rights) within the scope and the coverage of this policy, shall be handled in cooperation with the insured if the latter so chooses.

B. To pay, irrespective of the limits of liability stated in this endorsement, all costs, all premiums on attachment and appeal bonds taxed against the insured or required in such proceedings, all expenses incurred by the insured, and all interest accruing after entry of judgment against such part thereof as shall not be in excess of the limits of the Insurance Company's liability until the Insurance Company has paid, tendered or deposited in the Court the amount of such judgment or such part thereof as does not exceed the limits of the Insurance Company's liability as expressed in this endorsement.

4. Description of Work: The Insurance Company hereby agrees that the work herein referred to shall mean all work and operations of the contractor hereinafter named and its subcontractors, agents, and employees, under or in connection with the contract dated _____ between the State Highway Commission of Colorado, acting by and through the Department of Highways, and _____ and any amendments thereof and supplements thereto, for the performance of the following work:

5. The Insurance Company hereby agrees that all exclusions in the policy of insurance to which this endorsement is attached are hereby deleted, but it is understood and agreed that this endorsement does not cover any liability or loss as a result of bodily injury, death, or property damage, or destruction;

A. Caused solely by the negligence of the insured, its agents or employees.

B. Suffered by any person or persons, or occasioned to any property, on account of whose injury or death, or the damage or destruction of

that the balance of any suit or action for the prosecution of any contract
rights) within the scope and the coverage of this policy, shall be handled in
cooperation with the insured if the latter so desires.

B. To pay, irrespective of the limits of liability stated
in this endorsement, all costs, all premiums on attachment and special bonds
taxed against the insured or required in such proceedings, all expenses incurred
by the insured, and all interest accruing after entry of judgment against such
party insured as shall not be in excess of the limits of the Insurance Com-
pany's liability with the Insurance Company has paid, forgiven or forgiven
in the Court the amount of such judgment or such part thereof as does not exceed
the limits of the Insurance Company's liability as expressed in this endorsement.
4. Description of work: The Insurance Company hereby agrees that the

work herein referred to shall mean all work and operations of the contractor
hereinafter named and its subcontractors, agents, and employees, under or in
connection with the contract dated _____ between
the State Highway Commission of Colorado, acting by and through the Department
of Highway, and _____
and any amendments thereto and supplements thereto, for the performance of the
following work:

5. The Insurance Company hereby agrees that all existing in
the policy of insurance to which this endorsement is attached are hereby deleted,
but it is understood and agreed that this endorsement does not cover any liability
or loss as a result of bodily injury, death, or property damage, or destruction,
A. Caused solely by the negligence of the insured, its agents
or employees.

B. Caused by any person or persons, or considered to any extent
party, on account of those injury or death, or the damage or destruction of

which the insured shall have by agreement or otherwise voluntarily assumed or retained liability which, without such agreement, would not attach; provided however this endorsement shall cover any liability of the insured arising from, or which is a part of any contract for, the carriage of persons or property as a common carrier, and any liability as a bailee or otherwise of property, including rolling stock and equipment.

6. It is further understood and agreed that when employees of the insured are loaned or assigned to the contractor or his subcontractor, to perform work in connection with his operation covered by this endorsement, then for the purpose of this insurance such employe shall be regarded as employees of the contractor.

7. The limits of the Insurance Company's liability under this endorsement to the insured are as follows:

	<u>Each Person</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
Bodily Injuries and Death Coverages	\$500,000.00	\$1,000,000.00	Not Applicable
Property Damage Coverage	Not Applicable	\$ 500,000.00	\$500,000.00

8. Anything in the policy to which this endorsement is attached to the contrary notwithstanding, coverage provided under this policy is exclusive of any carried by the insured, and coverages provided by this policy shall be exhausted first, notwithstanding the fact that the insured may have other valid and collectible insurance covering the same risk.

9. Anything in the policy to which this endorsement is attached to the contrary notwithstanding, the policy shall not be cancelled, altered, amended or coverage reduced, without the giving of not less than thirty (30) days' written notice by the Insurance Company to the insured and the State of Colorado, acting by and through the Department of Highways.

10. Liability for payment of premiums under the policy to which

When the insured shall have by agreement or otherwise voluntarily assumed or retained liability which, without such agreement, would not attach, provided however this agreement shall cover any liability of the insured arising from, or arising in connection with, the carrying of persons or property as a passenger, and any liability as a driver or otherwise of property, including rolling stock and equipment.

It is further understood and agreed that when employees of the insured are loaned or assigned to the contractor by his subcontractor, to perform work in connection with his operation covered by this agreement, for the purpose of this insurance such employee shall be regarded as employee of the contractor.

7. The limits of the Insurance Company's liability under this

agreement to the insured are as follows:

Amount	Each Occurrence	Each Person	Aggregate
\$200,000.00	\$1,000,000.00	\$200,000.00	Not Applicable
\$200,000.00	\$200,000.00	Not Applicable	\$200,000.00

8. Nothing in the policy to which this agreement is attached to the contrary notwithstanding, coverage provided under this policy is exclusive of any coverage by the insured, and coverage provided by this policy shall be exhausted first, notwithstanding the fact that the insured may have other valid and collectible insurance covering the same risk.

9. Nothing in the policy to which this agreement is attached to the contrary notwithstanding, the policy shall not be cancelled, altered, amended or coverage reduced, without the giving of not less than thirty (30) days' written notice by the Insurance Company to the insured and the State of Colorado, acting by and through the Department of Highways.

10. Liability for payment of amounts under this policy to which

this endorsement is attached, is solely upon the contractor named in paragraph 4 hereof.

11. Any of the provisions of the policy to which this endorsement is attached, inconsistent with this endorsement are hereby amended to conform with this endorsement; but except as hereby modified and supplemented, the provisions of this policy shall be and remain in full force and effect.

This endorsement is to be attached to and form a part of policy No.

_____ issued to _____, shall become effective on the _____ day of _____, 195____ at the hour designated in said policy.

IN WITNESS WHEREOF the _____ Insurance Company has caused this endorsement to be signed by its President; and the same shall not be binding upon the Company unless countersigned by its authorized agent.

President

Countersigned by:

Authorized Agent

This endorsement is attached, in whole upon the contract listed in paragraph

4 hereof.

11. Any of the provisions of the policy to which this endorsement

is attached, inconsistent with this endorsement are hereby amended to conform

with this endorsement; but except as hereby modified and supplemented, the provisions

of this policy shall be deemed to apply in full force and effect.

This endorsement is to be attached to and form a part of policy No.

_____ issued to _____, shall become

effective on the _____ day of _____, 19__ at the hour design-

ated in said policy.

IN WITNESS WHEREOF the _____ Insurance Company

has caused this endorsement to be signed by its President, and the name shall not

be binding upon the Company unless countersigned by its authorized agent,

President

Countersigned by:

Authorized Agent

EASEMENT

WHEREAS, by contract dated August 24, 1956, The State Highway Commission of Colorado entered into an agreement with The Colorado and Southern Railway Company, The Atchison, Topeka and Santa Fe Railway Company, and Santa Fe Land Improvement Company relating to the construction, maintenance and use of the Valley Highway in the City and County of Denver, Colorado; and

WHEREAS, Paragraph 4. b. of Section I of said contract provides that said The Atchison, Topeka and Santa Fe Railway Company shall convey to said The State Highway Commission of Colorado a perpetual easement for the location, construction and maintenance of a grade separation structure at a specified location; and

WHEREAS, since the said date of August 24, 1956, the construction of said grade separation structure at said specified location has been completed;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas corporation, party of the first part (hereinafter called "Santa Fe"), for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby give and grant unto THE STATE HIGHWAY COMMISSION OF COLORADO, a body corporate, for the use and benefit of the DEPARTMENT OF HIGHWAYS OF THE STATE OF COLORADO, party of the second part, easements and rights of way for the purpose of maintaining and using the existing twin overpass

structure on the following described tract of land situated in the City and County of Denver, State of Colorado, to-wit:

All that certain strip or tract of land situated in the northeast quarter of the southwest quarter of Section 15, Township 4 South, Range 68 West, in the City and County of Denver, State of Colorado, bounded as follows:

On the north by a line parallel with and 25 feet northerly from, measured normally to, the northerly outside edge of the twin overpass structure, as now located and constructed;

On the east by a line parallel with and 125 feet easterly from, measured normally to, the center line of The Denver and Rio Grande Western Railroad Company's main track;

On the south by a line parallel with and 25 feet southerly from, measured normally to, the southerly outside edge of said twin overpass structure; and

On the west by a line parallel with and 85 feet easterly from, measured normally to, said main track center line;

Containing an area of 0.15 of an acre, more or less.

This easement is granted upon the following conditions:

1. That Santa Fe reserves to itself, its successors and assigns, notwithstanding the easement hereby granted, the perpetual, continued, uninterrupted and unlimited right to use its right of way and property for railroad purposes and for any other purposes consistent with the maintenance and use of said overpass structure;
2. That this easement is made subject to any and all existing easements for gas, water, telephone, and/or power lines within the bounds of said described tract of land, whether the same be of record or not, and whether covered by written grant or not;
3. That neither the execution of this instrument nor anything herein contained shall be taken or construed to be a covenant of warranty or a

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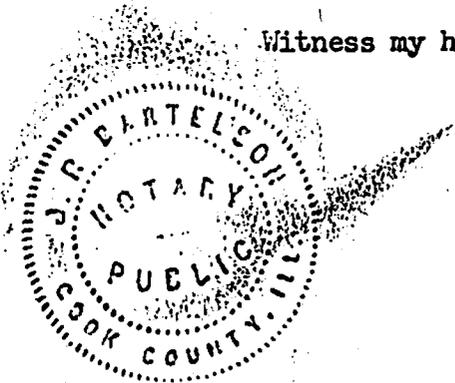
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 4th day
of November, 1960, by R. G. RYDIN as VICE
President, and by R. B. JOSEPH as Secretary
of The Atchison, Topeka and Santa Fe Railway Company, a corporation.

My notarial commission expires OCTOBER 29, 1963.

Witness my hand and official seal.



J. R. Barteloni
Notary Public

SS

I 002-2 (43)

Parcel - G - 18

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The undersigned, _____
 of _____
 do hereby certify that _____
 is the true and correct _____
 of _____
 and that the same is a true and correct _____
 of _____
 and that the same is a true and correct _____
 of _____

 Secretary