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October 26, 2006

The Honorable Vernon A. Williams
Surface Transportation Board
1925 K Street, N.W., Suite 700
Washington, D.C. 20423-0001

Re: STB Docket No. AB 857 0 X
Great Western Railway of Colorado
Abandonment Exemption, Weld County, Colorado
Objection to Extension of NITU Negotiating Period

218030

ENTERED
Office of Proceedings

NOV 3 - 2006

Part of
Public Record

Dear Secretary Williams:

Butcher & Widlund, L.L.C. represents Steve and Colleen Nealy as legal counsel. Mr. & Mrs. Nealy are the owners of certain property located in Weld County, Colorado over which the former Great Western Railway of Colorado right-of-way traverses. The reversion of the abandoned railroad right-of-way would be perfected in the Nealys but for the trail use and rail banking actions pursued by Great Western Railway and the Colorado municipalities of Eaton, Severance and Windsor with the Surface Transportation Board.

Pursuant to the decision of interim trail use or abandonment ("NITU") served on April 7, 2004, a 180-day period was authorized for the Colorado municipalities of Eaton, Severance and Windsor to negotiate an interim trail use / rail banking agreement with Great Western Railway of Colorado, LLC. This 180-day negotiating period was repeatedly extended by the Surface Transportation Board ("STB") by decisions served on October 27, 2004, April 14, 2005, September 22, 2005 and March 28, 2006, with the latest extension expiring September 24, 2006. No interim trail use / rail banking agreement was reached between Great Western Railway of Colorado, LLC and the three municipalities prior to September 24, 2006.

The Nealys have discovered through a search of STB decisions that the STB has issued a decision with a service date of October 24, 2006 issuing a new NITU to the Towns in the name of Great Western Trail Authority and vacating the NITU served April 7, 2004. The October 24, 2006 STB decision results in the grant of yet another extension to complete an interim use / trail banking agreement, this time to April 22, 2007. Although the October 24, 2006 STB decision appears to be based upon a letter filed with the STB by the municipalities on September 22, 2006, the Nealys were not served with a copy of that correspondence, despite being listed as a party of record in the referenced STB case. The September 22, 2006 letter also does not appear in the STB docket record. Therefore, the Nealys had no notice of the September 22, 2006 letter filed with the STB, and therefore, did not file an objection prior to the issuance of the October 24, 2006 decision.

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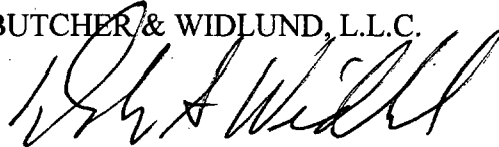
The Nealys, by letter dated March 9, 2006, previously filed with the STB their objection to the granting of an extension of the 180-day negotiating period under the original NITU. The STB granted an extension to September 24, 2006 over the Nealys' objection. The Nealys now object to the extension granted by the STB to the Great Western Trail Authority in its October 24, 2006 decision. The Nealys also object to the granting of any further extensions of the negotiating period under the reissued NITU.

The parties have had more than 2 ½ years to complete an interim trail use / rail banking agreement to no avail. The majority of the former railroad right-of-way is located within unincorporated Weld County. Weld County has informed the municipalities that it will not participate in the establishment of a trail. This leaves in serious doubt the ability of the three municipalities to finance, construct, maintain and regulate the proposed trail.

The continued extension of the period for the negotiation of an interim trail use / rail banking agreement is not warranted, as the extension does not serve to promote the establishment of trail use and rail banking consistent with the National Trails System Act. Rather, the extension of the negotiating period serves only to improperly delay full abandonment of the right-of-way to the prejudice of the Nealys and other property owners along the former Great Western Railway line.

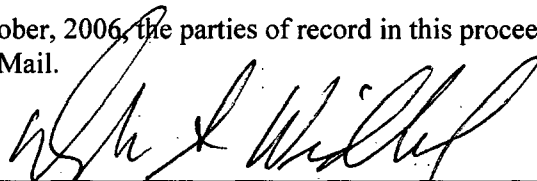
Yours truly,

BUTCHER & WIDLUND, L.L.C.



Douglas S. Widlund

I hereby certify that on the 26th day of October, 2006, the parties of record in this proceeding were served with this document via United States Mail.



Douglas S. Widlund