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ENTERED
Office of Proceedings
November 10, 2021
Part of
Public Record

November 9, 2021

VIA E-FILING

Cynthia T. Brown
Chief, Section of Administration
Surface Transportation Board
Office of Proceedings
395 E Street, SW
Washington, DC 20423

**Re: STB Docket No. FD 36564, BNSF Railway Company—
Trackage Rights Exemption—Union Pacific Railway Company**

Dear Ms. Brown:

Enclosed for e-filing in the above-referenced proceeding is a public version of BNSF Railway Company's Notice of Exemption under 49 C.F.R. § 1180.2(d)(7), with appropriate redactions that the Board can place in its docket. We are concurrently filing a Motion for Protective Order, along with a highly confidential version of the Notice of Exemption to be filed under seal.

The filing fee of \$1,400 was paid using pay.gov. Please contact me with any questions.

Respectfully submitted,

/s/ Peter W. Denton

Peter W. Denton
Attorney for BNSF Railway Company

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36564

BNSF RAILWAY COMPANY
—TRACKAGE RIGHTS EXEMPTION—
UNION PACIFIC RAILROAD COMPANY

VERIFIED NOTICE OF EXEMPTION
Pursuant to 49 C.F.R. § 1180.2(d)(7)

Tyler R. White
Senior General Attorney
BNSF Railway Company
2500 Lou Menk Drive, AOB-3
Fort Worth, TX 76131-2828

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Steptoe & Johnson LLP
1330 Connecticut Ave, NW
Washington, DC 20036
(202) 429-3000

Attorneys for BNSF Railway Company

Dated: November 9, 2021

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36564

BNSF RAILWAY COMPANY
—TRACKAGE RIGHTS EXEMPTION—
UNION PACIFIC RAILROAD COMPANY

VERIFIED NOTICE OF EXEMPTION
Pursuant to 49 C.F.R. § 1180.2(d)(7)

BNSF Railway Company (“BNSF”) submits this Notice of Exemption pursuant to the class exemption at 49 C.F.R. § 1180.2(d)(7) for overhead trackage rights over approximately 196 miles of rail line owned by Union Pacific Railroad Company (“UP”) between milepost 245.52 at Ft. Worth, TX, and milepost 440.98 at Tecific, TX. (the “Line”).

Under 49 C.F.R. § 1180.2(d)(7), the acquisition, renewal or modification of trackage rights by a rail carrier over the lines owned or operated by any other rail carrier or carriers is exempt if the rights are (i) based on a written agreement, and (ii) not filed or sought in a responsive application in rail consolidation proceedings. The trackage rights covered by this Notice are based on a written agreement between BNSF and UP, attached as Exhibit B, and are not being sought in a responsive application in a rail consolidation proceeding. Under these circumstances, the Section 1180.2(d)(7) class exemption is applicable.

Pursuant to the Surface Transportation Board's ("STB" or "Board") regulations at 49 C.F.R. § 1180.4(g), BNSF submits the following information:

Section 1180.6 Supporting Information

(a)(1)(i) Description of Proposed Transaction

The agreement between BNSF and UP grants BNSF trackage rights over the Line. BNSF and its predecessors have operated over the Line since 1992 under trackage rights exempted in *The Atchison, Topeka & Santa Fe Railway Co.*—

Trackage Rights Exemption—Missouri Pacific Railroad Co., FD 32134 (ICC served Aug. 31, 1992). The 1992 agreement ("Original Agreement") was amended on June 25, 2021 to extend the trackage rights terms ("First Amendment to the Agreement").

Name and address of tenant railroad:

BNSF Railway Company
2650 Lou Menk Drive
Fort Worth, Texas 76131

Questions regarding this transaction are to be addressed to BNSF's counsel:

Peter W. Denton
Steptoe & Johnson LLP
1330 Connecticut Ave, NW
Washington, DC 20036
(202) 429-3000

(a)(1)(ii) Consummation Date

The trackage rights will be consummated on the effective date of this Notice of Exemption.

(a)(1)(iii) Purpose Sought to be Accomplished

The purpose of these trackage rights is to permit BNSF to continue to operate

trains in through movement between Ft. Worth, TX and Tecific, TX.

(a)(5) List of States in which the Party's Property is Situated

The involved trackage rights are located in the State of Texas.

(a)(6) Map

A map illustrating the trackage rights is attached as **Exhibit A**.

(a)(7)(ii) Agreement

The First Amendment to the Agreement and a redacted version of the Original Agreement are attached as **Exhibit B**. BNSF has filed a Motion for a Protective Order to protect the confidentiality of the commercial terms of the First Amendment to Agreement and Original Agreement. Copies of the highly confidential versions are being filed separately under seal.

Labor Protection

BNSF is agreeable to the labor protection conditions generally imposed in trackage rights proceedings as found in *Norfolk and Western Ry. Co.—Trackage Rights—BN*, 354 I.C.C. 605 (1978), as modified by *Mendocino Coast Ry., Inc.—Lease and Operate*, 360 I.C.C. 653 (1980).

Environmental and Historical Matters

Environmental and historical impacts associated with trackage rights transactions generally are considered to be insignificant. Therefore, an environmental and historical report and documentation normally need not be submitted for this type of transaction, pursuant to 49 C.F.R §§ 1105.6(c)(3) and 1105.8(b)(3).

Respectfully submitted,

/s/ Peter W. Denton

Tyler R. White
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BNSF Railway Company
2500 Lou Menk Drive, AOB-3
Fort Worth, TX 76131-2828

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Onika K. Williams
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1330 Connecticut Ave, NW
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*Attorneys for BNSF Railway
Company*

Dated: November 9, 2021

VERIFICATION

I, Jon H. Helm, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this Notice of Exemption. Executed on November 9, 2021.

/s/ Jon H. Helm

Jon H. Helm

SURFACE TRANSPORTATION BOARD

NOTICE OF EXEMPTION

FINANCE DOCKET NO. 36564

BNSF RAILWAY COMPANY
—TRACKAGE RIGHTS EXEMPTION—
UNION PACIFIC RAILROAD COMPANY

Union Pacific Railroad Company (“UP”) has agreed to grant overhead trackage rights to BNSF Railway Company (“BNSF”) over approximately 196 miles of rail line owned by Union Pacific Railroad Company (“UP”) between milepost 245.52 at Ft. Worth, TX, and milepost 440.98 at Tecific, TX. (the “Line”). The trackage rights will be consummated on or after December __, 2021.

This Notice is filed under 49 C.F.R. § 1180.2(d)(7). Petitions to revoke the exemption under 49 U.S.C. § 10502(d) may be filed at any time. The filing of a petition to revoke will not stay the transaction.

Dated:

By the Board

EXHIBIT A

BNSF Trackage Rights Tecific, TX – Ft. Worth, TX

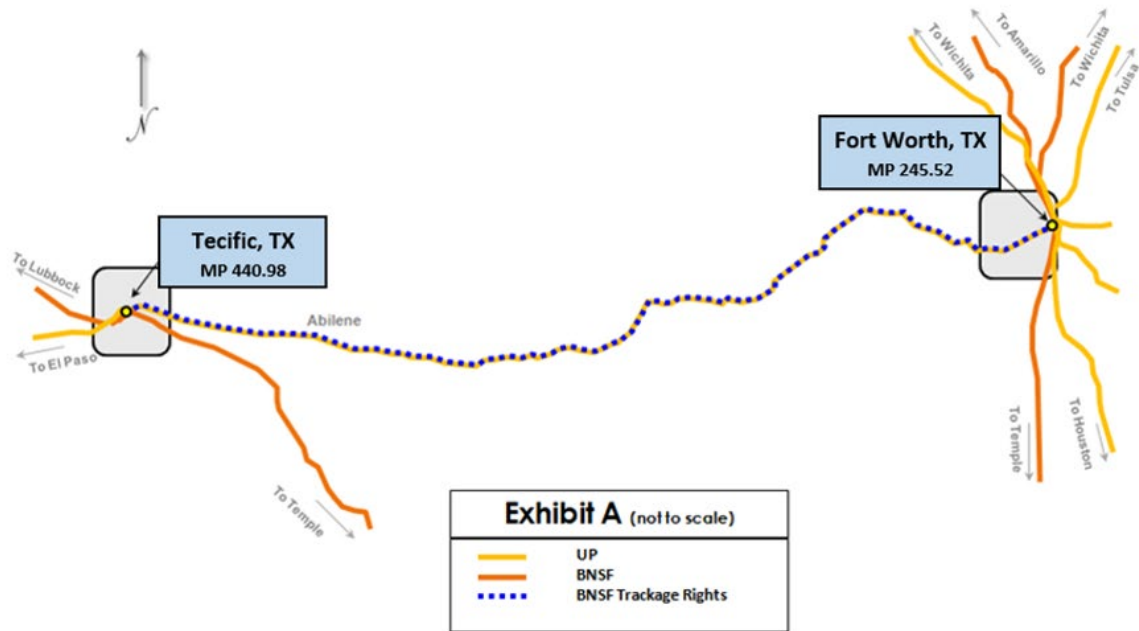


EXHIBIT B

Trackage Rights Agreement

FIRST AMENDMENT TO TRACKAGE RIGHTS AGREEMENT

This First Amendment to Trackage Rights Agreement ("First Amendment") is made and entered into as of this 25th day of June 2021 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, hereinafter called "UP", and **BNSF RAILWAY COMPANY**, a Delaware corporation, hereinafter called "BNSF";

RECITALS

WHEREAS, UP predecessor, Missouri Pacific Railroad Company, and BNSF predecessor, The Atchison, Topeka and Santa Fe Railway Company, entered into a trackage rights agreement dated April 22, 1992 governing BNSF's nonexclusive right to use the "Joint Trackage" between Fort Worth, Texas and Tecific, Texas ("Agreement"); and

WHEREAS, UP and BNSF entered into a supplemental agreement dated September 22, 1992 to modify the Agreement to correct a typographical error and clarify certain points in the Agreement; and

WHEREAS, pursuant to Paragraph 11 of the Agreement, the Agreement has expired by its terms on August 13, 2014; and

WHEREAS, UP and BNSF now desire to amend the Agreement to extend the term.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Paragraph 11 shall be amended to delete the date "August 13, 2014" and replaced with "a date that is 25 years from the Effective Date of the First Amendment."
2. This First Amendment shall apply as of August 13, 2014, and, except as explicitly amended herein, all terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed as of the day and year first herein written.

UNION PACIFIC RAILROAD COMPANY

By 
Name John W. Turner
Title VP Network Planning & Ops

BNSF RAILWAY COMPANY

By 
Name Paul Duncan
Title VP Service Design

SANTA FE ORIGINAL 184136

FORT WORTH - TECIFIC TRACKAGE RIGHTS AGREEMENT

AGREEMENT made this 22nd day of April, 1992, between the MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation, hereinafter called "Pacific" and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation, hereinafter called "Santa Fe."

WITNESSETH:

WHEREAS, Pacific, sometimes referred to as "Owner," owns a line of railway which extends from Fort Worth, Texas to Tecific, Texas, a distance of approximately 196.00 miles, as shown in dashed line on Exhibit "A" dated ^{June 3,} ~~May 1,~~ 1992, attached hereto and made a part hereof, which line, including all operating sidings used for the purpose of meeting and passing trains and Pacific owned portions of existing connections, shall be referred to herein as the "Joint Trackage," and

WHEREAS, Santa Fe, sometimes referred to as "User," desires to use the aforesaid trackage for handling its trains, locomotives, cars and traffic, and

WHEREAS, Pacific is willing to allow such use on the terms and conditions hereinafter set forth.

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

1. The General Conditions covering the grant of trackage rights are set forth in Exhibit "B" attached hereto are hereby made a part of this Agreement. If any conflict between the

General Conditions and this Agreement shall arise, the provisions of this Agreement shall prevail.

2. Subject to the terms and conditions contained herein, Pacific grants to Santa Fe the nonexclusive right to use the Joint Trackage for the limited operation of its trains, locomotives, cabooses and cars with its own employees and equipment in its account over the Joint Trackage in common with Pacific and such other railroad company or companies as Pacific has heretofore admitted or may hereafter at any time in the future admit to the joint use of all or part of the Joint Trackage, it being understood and agreed that Santa Fe shall not have the right to:

- (a) Set out, pick up or store cars, or switch industries upon the Joint Trackage, or any part thereof, except as necessary for handling locomotives, cabooses or cars that are bad ordered en route.
- (b) Serve any industry, team or house track now existing or hereafter located along the Joint Trackage.
- (c) Permit or admit any third party to the use of all or any portion of the Joint Trackage, nor under the guise of doing its own business, contract or make any agreement to handle as its own trains, locomotives, cabooses or cars over or upon the Joint Trackage, or any portion thereof, the trains, locomotives, cabooses or cars of any such third party which in the normal course of business would not be considered the trains, locomotives, cabooses or cars of User; provided, however,

that the foregoing shall not prevent Santa Fe, pursuant to a run-through agreement with any railroad, from using the locomotives and cabooses of another railroad as its own under this Agreement.

3. Pacific, at its expense, shall maintain, repair and renew the Joint Trackage in a manner permitting operation at no less than the Time Table speeds in effect on the effective date of this Agreement, and permit Santa Fe to operate at such speeds unless by mutual agreement a different standard is provided.
4. Santa Fe hereby agrees, in addition to the payments to be made to Pacific under the provisions of Section 6 of this Agreement, to reimburse Pacific for any and all costs incurred by Pacific in providing employee protection benefits, if any, prescribed by law, governmental authority or employee protective agreements where such costs and expenses, including satisfaction of any and all labor claims which are directly attributable to or which may arise by reason of or result from Santa Fe's operation of trains over and on the Joint Trackage. Pacific agrees that it will not provide employee protection benefits or satisfy any labor claims except upon the approval of Santa Fe or after it has been determined by the appropriate board or tribunal that such protection benefits are properly payable or that such claims are valid. The parties hereto shall consult and cooperate with each other in the handling and defending of such matters.

- [illegible]

[REDACTED]

7.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
8. Siding capacity will restrict Santa Fe trains to a maximum length of 7,400 feet between Centennial Yard and Tecific without additional improvements (the required extent of which would be determined by the joint senior-level team). Such improvements, if needed, will be totally at Santa Fe's expense. Santa Fe trains operated in excess of 6,700 feet may incur additional delays due to limited siding capacity in excess of 6,700 feet.
9. Pacific and Santa Fe will establish a joint senior-level team accountable to the chairmen of both railroads, which will annually review capacity, maintenance and operations on the Joint Trackage. Recommendations of the joint team will serve as the basis for maintenance and capital programs, as outlined herein, on the Joint Trackage. In cases where capacity is needed immediately, the joint senior-level team can, at its discretion, agree on an expenditure apportionment methodology different from that specified herein.
10. Any liability for loss, damage, injury or death which arises from the performance of service under this Agreement shall be assumed, settled and paid as provided by Exhibit "B," General Conditions.
11. Subject to the provisions of Sections 7.2, 7.3 and 7.4 of Exhibit "B," this Agreement shall become effective upon the

date User first commences operations over the Joint Trackage pursuant to this Agreement, subsequent to having secured all necessary consent, approval or authority from the appropriate governmental agency, or agencies upon terms and conditions satisfactory to User, and shall remain in effect until August 13, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate and have caused their corporate seals to be hereunto affixed the day and year first above written.

FORM APPROVED


General Attorney

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By:


VICE PRESIDENT TRANSPORTATION

MISSOURI PACIFIC RAILROAD COMPANY

By:


Executive Assistant

EXHIBIT "B"

GENERAL CONDITIONS

Section 1. DEFINITIONS

1.1 "Agreement" shall mean that certain agreement to which this Exhibit "B" is appended.

1.2 "Owner" shall mean the party granting the right to use the Joint Trackage (as that term is hereinafter defined).

1.3 "User" shall mean the party granted by the Agreement the right to use the Joint Trackage. Where more than one party is granted by the Agreement the right to use the Joint Trackage, User shall mean those parties collectively.

1.4 "Joint Trackage" shall mean the track structure of Owner as described in the Agreement including necessary right-of-way and all appurtenances thereof, including but not limited to signals, signal systems, communications, rail and fastenings, switches and frogs complete, bumpers, ties, ballast, roadbed, embankment, bridges, trestles, culverts and other structures or things necessary for support of and entering into construction thereof, and if any portion thereof is located in a thoroughfare, the terms shall include pavement, crossing planks and other similar materials or facilities used in lieu of pavement or other street surfacing

material at vehicular crossings of tracks, culverts, drainage facilities, crossing warning facilities, and all Changes in and/or Additions to (as that term is hereinafter defined), thereto now or in the future located as are required or desirable for the operation of the trains of the parties hereto.

1.5 "Equipment" shall mean trains, locomotives, cars, cabooses, vehicles, and machinery which are capable of being operated on railroad tracks, or operated on right-of-way for purpose of the maintenance or repair thereof.

1.6 "Light Engines" shall mean one or more locomotive units not coupled to cars.

1.7 "Caboose Hop" shall mean one or more locomotive units coupled to one or more cabooses with no cars coupled.

1.8 "Property Accounts" shall mean accounts so designated under the Uniform System of Accounts for Railroad Companies prescribed by the Interstate Commerce Commission (hereinafter called "ICC"), or any replacement of such system prescribed by the applicable federal regulatory agency and used by the parties hereto.

1.9 "Changes in and/or Additions to" and "Additions" (including retirements) shall mean work projects, the cost of which

is chargeable in whole or in part to Property Accounts as of the effective date of this Agreement.

1.10 "Annual" shall mean a calendar year.

Section 2. MAINTENANCE, ADDITIONS, OPERATION, AND CONTROL

2.1 User shall construct, maintain, repair, and renew, at its sole cost and expense, and shall own such portions of the tracks which connect the respective lines of the parties at the termini of the Joint Trackage as are located on the right-of-way of User and to the clearance point in right-of-way of Owner. Owner grants to User a license over that portion of Owner's property between right-of-way line and clearance point in order for User to maintain such trackage. Owner shall construct, maintain, repair, and renew, at the sole cost and expense of User, and shall own the portions of the track connections between said tracks of the parties hereto between the headblock and clearance point located on the right-of-way of Owner.

2.2 The construction, maintenance, repair, and renewal of the Joint Trackage shall be under the exclusive direction and control of Owner. Owner shall make any Changes in and/or Additions to the Joint Trackage which may be required by law, and progressively during construction these shall become part of the Joint Trackage. Owner may make any Changes in and/or Additions to the Joint

Trackage which Owner deems necessary or desirable for the safe, efficient, and economical use of the Joint Trackage by the parties, and these shall progressively during construction become part of the Joint Trackage. User may request Changes in and/or Additions to the Joint Trackage which User shall deem necessary or desirable for the safe, efficient, and economical use of the Joint Trackage by the parties, and Owner shall, if it concurs, construct the same upon such terms and conditions as may be agreed upon and they shall become part of the Joint Trackage.

2.3 The management and operation of the Joint Trackage shall be under the exclusive direction and control of Owner. Owner shall have the unrestricted power to change the management and operations on and over the Joint Trackage as in its judgment may be necessary, expedient, or proper for the operations thereof herein intended. Trains of the parties hereto shall be given equal dispatch, according to their class.

2.4 Owner shall employ all persons necessary to construct, operate, maintain, repair, and renew the Joint Trackage. Owner shall be bound to use only reasonable and customary care, skill, and diligence in the construction, operation, maintenance, repair, and renewal of the Joint Trackage and in managing same and User shall not, by reason of Owner's performing or failing or neglecting to perform any operation, maintenance, repair, renewal, or management of the Joint Trackage, have or make against Owner any

claim or demand for any loss, damage, destruction, injury, or death whatsoever resulting therefrom. User shall be given the same advance notice of maintenance plans and schedules as is provided to Owner's personnel.

2.5 All officers, agents, and employees of Owner engaged in the management, operation, and maintenance of the Joint Trackage shall perform their duties in a fair, impartial, and just manner.

2.6 User, at its expense, shall install and maintain upon its Equipment such equipment, radios, or devices as may now or in the future be necessary or appropriate, in the reasonable judgment of Owner, for operation of trains upon the Joint Trackage. User will not, however, be required to install any equipment or devices not in use on Equipment of Owner. Owner shall consult with User prior to the adoption of new communication or signalling systems to be employed on the Joint Trackage which have not theretofore been generally adopted in the railroad industry.

2.7 If the use of the Joint Trackage shall at any time be interrupted or traffic thereon or thereover be delayed for any cause, neither party shall have or make any claim against the other for loss, damage, or expense of any kind, caused by or resulting from such interruption or delay.

2.8 Owner may from time to time provide any track or tracks on the Joint Trackage other than those delineated in the Agreement for use by User provided there shall at all time be afforded User a continuous route of equal utility for the operations of its Equipment within the termini of the Joint Trackage. When such tracks which are not part of the Joint Trackage are used as provided herein, the Agreement shall govern for purposes of direction and control and liability as if all movement had been made over the Joint Trackage.

2.9 Each party shall be responsible for furnishing, at its own expense, all labor, fuel, and train supplies necessary for the operation of its own trains over the Joint Trackage. In the event a party hereto does furnish such labor, fuel, or supplies to another party hereto, the party receiving same shall promptly, upon receipt of billing therefor, reimburse the party furnishing same for its reasonable costs thereof.

2.10 The operation by User on or along the Joint Trackage shall at all times be in accordance with the rules, instructions, and restrictions of Owner, but such rules, instructions, and restrictions shall be reasonable, just, and fair between all parties using the Joint Trackage and shall not unjustly discriminate against any of them.

2.11 User shall be responsible for keeping complete and accurate records of train movements over the Joint Trackage and submit same movement records to Owner on a monthly basis.

2.12 User shall be responsible for the reporting and payment of any mileage, per diem, use, or rental charges accruing on cars and equipment in User's account on the Joint Trackage. Except as may be specifically provided for in the Agreement, nothing herein contained is intended to change practices with respect to interchange of traffic between the parties or with other carriers on or along the Joint Trackage.

2.13 All employees of User engaged in or connected with the operations of User on or along the Joint Trackage shall be required to pass periodic examinations on the rules of Owner related to the Joint Trackage, provided, with respect to such examinations that, upon request of User, Owner shall qualify one or more of User's supervisory officers on said rules and such supervisory officer or officers so qualified shall examine all employees of User engaged in or connected with User's operations on or along the Joint Trackage. Pending qualification of train and engine crews of User, Owner shall furnish a pilot or pilots, at the expense of User, as deemed necessary by Owner to assist in operating trains of User over the Joint Trackage.

2.14 If any employee of User shall neglect, refuse, or fail to abide by Owner's rules, instructions, and restrictions governing the operation on or along the Joint Trackage, such employee shall, upon written request of Owner, be prohibited by User from working on the Joint Trackage. If either party shall deem it necessary to hold a formal investigation to establish such neglect, refusal, or failure on the part of any employee of User, then upon such notice presented in writing, Owner and User shall promptly hold a joint investigation in which all parties concerned shall participate and bear the expense for its officers, counsel, witnesses, and employees. Notice of such investigations to employees of User shall be given by User's officers, and such investigation shall be conducted in accordance with the terms and conditions of schedule agreements between User and its employees. If, in the judgment of Owner, the result of such investigation warrants, such employee shall, upon written request of Owner, be withdrawn by User from service on the Joint Trackage, and User shall release and indemnify Owner from and against any and all claims and expenses because of such withdrawal.

If the disciplinary action is appealed by an employee of User to the National Railroad Adjustment Board or other tribunal lawfully created to adjudicate such cases, and if the decision of such board or tribunal sustains the employee's position, such employee shall not thereafter be barred from service on the Joint Trackage by reason of such occurrence.

2.15 If any Equipment of User is bad ordered en route on the Joint Trackage and it is necessary that it be set out, such Equipment shall, after being promptly repaired, be promptly picked up by User. Unless otherwise agreed, Owner may, upon request of User and at User's expense, furnish the required labor and material and perform light repairs to make such bad ordered Equipment safe for movement. The employees and equipment of Owner while in any manner so engaged or while en route to or returning to Owner's terminal from such an assignment shall be considered Sole Employees (as hereinafter defined) of User and Sole Property (as hereinafter defined) of User. However, should Owner after repairing such Equipment for User, move directly to perform service for Owner's benefit rather than return to Owner's terminal, then User's exclusive time and liability will end when Owner's employees depart for work to be performed for Owner's benefit. In the case of such repairs by Owner to freight cars in User's account, billing therefor shall be in accordance with the Field and Office Manuals of the Interchange Rules adopted by the Association of American Railroads, hereinafter called "Interchange Rules," in effect at the date of performance of the repairs. Owner shall then prepare and submit billing directly to and collect from the car owner for car-owner responsibility items as determined under said Interchange Rules, and Owner shall also submit billing to and collect from User any charges for repair to freight cars that are User's car-owner responsibility.

2.16 If Equipment of User shall become derailed, wrecked, or otherwise disabled while upon the Joint Trackage, it shall be rerailed or cleared by Owner, except that employees of User may rerail User's derailed Equipments on the Joint Trackage whenever use of motorized on or off track equipment is not required; however, in any such case, employees of User shall consult with and be governed by the directions of Owner. Owner reserves the right to rerail Equipment of User when, in the judgment of Owner, Owner deems it advisable to do so to minimize delays and interruptions to train movements. The reasonable costs and expenses of clearing derailments and wrecks shall be at User's expense unless otherwise provided for in allocation of liability in Section 5 of these General Conditions.

2.17 In the event Equipment of User shall be forced to stop on Joint Trackage, and such stoppage is due to insufficient hours of service remaining among User's employees, or due to mechanical failure of User's Equipment, or any other cause not resulting from an accident or derailment, and such Equipment is unable to proceed, or if a train of User fails to maintain the speed required by Owner on the Joint Trackage, or if in emergencies, crippled or otherwise defective freight cars are set out of User's trains on the Joint Trackage, Owner shall have the option to furnish motive power or such other assistance (including but not limited to the right to recrew User's train) as may be necessary to haul, help or push such Equipment, or to properly move the disabled Equipment off the Joint

Trackage. The reasonable costs and expenses of rendering such assistance shall be at User's expense.

2.18 User shall pay to Owner reasonable expenses incurred by Owner in the issuance of timetables made necessary solely by changes in the running time of the trains of User over the Joint Trackage. If changes in running time of trains of Owner or third parties, as well as those of User, require the issuance of timetables, then User shall pay to Owner that proportion of the expenses incurred that one bears to the total number of parties changing the running time of their trains. If changes in running time of trains of Owner or third parties, but not those of User, require the issuance of timetables, then User shall not be required to pay a proportion of the expenses incurred in connection therewith.

Section 3. BILLING, DEFAULT

3.1 Billing shall be accomplished on the basis of data contained in a billing form mutually agreed to between the parties. Such billing forms shall contain sufficient detail to permit computation of payments to be made hereunder. Billing shall be prepared according to the rules, additives, and equipment rental rates as published by the Owner. User shall pay to Owner at the Office of the Treasurer of Owner or at such other location as Owner may from time to time designate, all the compensation and charges

of every name and nature which in and by the Agreement User is required to pay in lawful money of the United States within sixty (60) days after the rendition of bills therefor. Bills shall contain a statement of the amount due on account of the expenses incurred and services rendered during the billing period.

3.2 Errors or disputed items in any bill shall not be deemed a valid excuse for delaying payment, but shall be paid subject to subsequent adjustment; provided no exception to any bill shall be honored, recognized, or considered if filed after the expiration of three (3) years from the last day of the calendar month during which the bill is rendered and no bill shall be rendered later than three (3) years (i) after the last day of the calendar month in which the expense covered thereby is incurred, or (ii) if in connection with a project for which a Roadway Completion Report is required, after the last day of the calendar month in which the Roadway Completion Report is made covering such project, except that omitted retirements and Additions will still be reflected as appropriate adjustment to valuation base retroactive no more than three (3) years from date of billing, or (iii) in the case of claims disputed as to amount or liability, after the amount is settled and/or the liability is established. This provision shall not limit the retroactive adjustment of billing made pursuant to exception taken to original accounting by or under authority of the ICC or retroactive adjustment of wage rates and settlement of wage claims.

3.3 So much of the books, accounts, and records of each party hereto as are related to the subject matter of the Agreement shall at all reasonable times be open to inspection by the authorized representatives and agents of the parties hereto.

3.4 Should any payment become payable by Owner to User under the Agreement, the provisions of Section 3.1 through 3.3 of these General Conditions shall apply with User as the billing party and Owner as the paying party.

3.5 Should User fail to make any payment when due which User is obligated to make under the Agreement, or fail in any other respect to perform as required under the Agreement, and such default shall continue for a period of sixty (60) days after notice in writing of such default is given by Owner to User, Owner may at its election exclude User from the use of the Joint Trackage. Thereupon User shall surrender to Owner all said Joint Trackage and shall have no claim or demand upon it, by suit at law or otherwise, on account of said exclusion, provided that failure to make any payment which is the subject of arbitration or litigation between the parties shall not be deemed, pending the decision in such arbitration or litigation, cause of forfeiture hereunder.

Owner may waive such default, but no action of Owner in waiving any default shall affect any subsequent default of User or impair any rights of Owner resulting therefrom.

Section 4. COMPLIANCE WITH LAWS

4.1 With respect to operation of Equipment on and over the Joint Trackage, each party shall comply with all applicable laws, rules, regulations, and orders promulgated by any municipality, board, commission, or governmental agency having jurisdiction thereover and, if any failure on the part of any party to so comply shall result in a fine, penalty, cost or charge being imposed or assessed on or against another party, such other party shall give prompt notice to the failing party and the failing party shall promptly reimburse and indemnify the other party for such fine, penalty, cost or charge, and all expenses and attorneys' fees incurred in connection therewith, and shall, upon request of the other party, defend such action free of cost, charge, and expense to the other party.

4.2 User agrees to comply fully with all applicable federal, state, and local laws, rules, regulations, orders, decisions and ordinances (hereinafter referred to as "Standards") concerning "hazardous waste" and "hazardous substances" as defined in the Standards. User covenants that it shall not treat or dispose of on the Joint Trackage "hazardous substances" or "hazardous waste." User further agrees to furnish Owner (if requested) with proof, satisfactory to Owner, that User is in such compliance.

In the event any accident, derailment or wreck (hereinafter called "derailment") involving cars on a train operated by User carrying hazardous materials, substances or wastes, as defined pursuant to Federal or State Law (hereinafter called "Hazardous Materials") shall occur on any segment of the Joint Trackage, any report required by Federal, State or local authorities shall be the responsibility of User. User shall also advise the owner/shipper of the Hazardous Materials involved in the derailment and Owner immediately.

Owner shall assume responsibility for cleaning up any release of such Hazardous Materials from User's cars in accordance with all Federal, State, or local regulatory requirements. User may have representatives at the scene of the derailment to observe and provide information and recommendations concerning the characteristics of Hazardous Materials release and the cleanup effort. Such costs shall be borne in accordance with Section 5 of these General Conditions.

If a Hazardous Materials release results in the contamination of real property or water adjacent to Owner's right-of-way, Owner shall assume responsibility for emergency cleanup conducted to prevent further damage. User shall be responsible for performing cleanup efforts thereafter. Any costs associated with cleaning up real property or water adjacent to Owner's right-of-way

contaminated by Hazardous Materials shall be borne in accordance with Section 5 of these General Conditions.

If Hazardous Materials must be transferred to undamaged cars, User shall perform the transfer, PROVIDED, HOWEVER, that if the Hazardous Materials are in damaged cars that are blocking the Joint Trackage, Owner, at its option, may transfer the Hazardous Materials. Transfers of Hazardous Materials by User shall only be conducted after being authorized by Owner.

4.3 The total cost of clearing a derailment, cleaning up any Hazardous Materials released during such derailment, and/or repairing the Joint Trackage or any other property damaged thereby shall be borne by the party or parties liable therefor in accordance with Section 5 of these General Conditions.

4.4 In the event of release of Hazardous Materials caused by faulty equipment or third parties, cleanup will be conducted as stated in Sections 4.2 and 4.3 of these General Conditions at the sole cost of the party responsible.

Section 5. LIABILITY

██
██

[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED]

17

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 6. ARBITRATION

[REDACTED]

Section 7. GOVERNMENTAL APPROVAL, ABANDONMENT

7.1 User shall, at its own cost and expense, initiate by appropriate application or petition and thereafter diligently prosecute proceedings for the procurement of all necessary consent, approval, or authority from any governmental agency for the sanction of the Agreement and the operations to be carried on by User thereunder. Owner, at its expense, shall assist and support said application or petition and will furnish such information and execute, deliver, and file such instrument or instruments in writing as may be necessary or appropriate to obtain such governmental consent, approval, or authority. User and Owner agree to cooperate fully to procure all such necessary consent, approval, or authority.

7.2 In the event Owner shall be dispossessed by competent public authority of the right to operate upon and maintain any portion of its Joint Trackage, Owner shall have no obligation hereunder to provide tracks for User's use, and User shall have and shall make no claim of any kind, legal or otherwise, against Owner for failure to provide such Joint Trackage for User's use.

7.3 Under the terms hereinafter stated, and to the extent that Owner may lawfully do so, Owner reserves to itself the exclusive right, exercisable at any time during the life of the Agreement without concurrence of User, to elect to abandon all or any part of the Joint Trackage by giving six (6) months' prior written notice to User of its intention so to do.

If, at the time of such election, User is the only party (other than Owner) having the right to use the Joint Trackage, Owner shall, concurrently with its Notice of Abandonment, and to the extent it is legally able to do so, give to User the option to purchase said Joint Trackage or the part or parts thereof to be abandoned at the net liquidation value thereof, on the date of said notice. "Net Liquidation Value" shall mean fair market value of land and salvage value of track components less estimated cost of removal. User shall have three (3) months from the date of receipt of Owner's notice to exercise its option and shall evidence the exercise of its option by giving Owner written notice thereof. Thereafter User shall immediately make appropriate application to secure all necessary governmental authority for such transaction. Within thirty (30) days following the effective date of all requisite governmental approval of the transaction, User shall pay to Owner the amount of money required to purchase said Joint Trackage to be abandoned at the aforesaid Net Liquidation Value. Upon the receipt of payment of such sum, the Agreement shall terminate as to the part of the Joint Trackage so purchased by

User. Contemporaneously with such payment, by instrument or instruments, Owner shall convey and assign by good and sufficient quitclaim deed or deeds, bills of sale or other instruments, all of Owner's right, title, interest, and equity, in and to the Joint Trackage so purchased. Owner agrees that it shall promptly take all necessary action to obtain from the trustees of its mortgages all releases or satisfactions covering the same and shall deliver to User such instruments.

If User fails to exercise the option herein granted within the time and in the manner above specified, Owner may forthwith proceed free of all obligation to User to make appropriate application to secure all necessary governmental authority for such abandonment. User agrees that at such time it will concurrently make application for all necessary governmental authority for abandonment of its right to operate over the Joint Trackage. The Agreement shall terminate as to the section of Joint Trackage so abandoned upon the effective date of such approval by governmental authority.

7.4 Upon termination of the Agreement, or any partial termination, as the applicable case may be, however the same may occur, User shall be released from any and all manner of obligations and shall be deemed to have forever relinquished, abandoned, surrendered, and renounced any and all right possessed by User to operate over that part of the Joint Trackage to which

such termination applied, and as to such part, User shall forever release and discharge Owner of and from any and all manner of obligations, claims, demands, causes of action, or suits which User might have, or which might subsequently accrue to User growing out of or in any manner connected with, directly or indirectly, the contractual obligations of Owner under the Agreement, in all events provided, however, the aforesaid relinquishment, abandonment, surrender, renunciation, release, and discharge of User shall not in any case affect any of the rights and obligations of either Owner or User which may have accrued, or liabilities accrued or otherwise, which may have arisen prior to such termination or partial termination. Upon any termination, Owner will remove from Owner's right-of-way any connecting track, and any exclusive facility of User, at User's expense with salvage to be delivered to and retained by User. Upon any partial termination of the Agreement, however the same may occur, the terms and conditions hereof shall continue and remain in full force and effect for the balance of the Joint Trackage.

7.5 Owner and User shall be responsible for and shall bear labor claims of, employee protection payable to, its own respective employees (and employees of its respective affiliated companies) including any amounts that either Owner or User may be required to pay to its own respective employees pursuant to labor protective conditions imposed by the ICC.

Section 8. OTHER CONSIDERATIONS

8.1 Nothing in the Agreement contained shall limit the right of Owner to admit other companies to the use of the Joint Trackage or any part thereof on such terms and conditions as are satisfactory to Owner, provided such admittance shall not materially hinder or obstruct the fair and reasonable exercise of the rights granted in the Agreement. User shall have no right to admit any person, firm, or corporation to the use of the Joint Trackage.

8.2 The Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, lessees, and assigns, but no sale, assignment, mortgage, or lease by User of any interest or right given it under the Agreement, separate and apart from a corporate merger, sale, assignment, mortgage or lease of User's railroad in its entirety shall be valid or binding without the prior written consent of Owner, which consent will not unreasonably be withheld.

8.3 The Agreement and each and every provision hereof is for the exclusive benefit of the parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right in any third person to recover by way of damages or otherwise against any of the parties hereto.

8.4 No party to the Agreement shall disclose the terms and conditions of the Agreement to third parties without first obtaining the written consent of all the parties hereto.

8.5 All notices, demands, requests, or submissions which are required or permitted to be given pursuant to the Agreement shall be given by either party to the other in writing by serving the same upon the Vice President of Operations of each company.

8.6 If any covenant or provision of the Agreement not material to the right of User to use the Joint Trackage shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which is in itself valid. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision. Should any covenant or provision of the Agreement be adjudged void, the parties will make such other arrangements as, under the advice of counsel, will effect the purposes and intent of the Agreement.

8.7 In the event there shall be any conflict between the provisions of this Exhibit "B" and the Agreement, the provisions of the Agreement shall prevail.

8.8 All Section headings are inserted for convenience only and shall not affect any construction or interpretation of the Agreement.

FORT WORTH - TECIFIC TRACKAGE RIGHTS AGREEMENTSUPPLEMENT No. 1

THIS **SUPPLEMENTAL AGREEMENT** is made and entered into as of the 22 day of September, 1992, by and between MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation, hereinafter called "Pacific", and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation, hereinafter called "Santa Fe."

RECITALS:

By instrument dated April 22, 1992, the parties hereto or their predecessors in interest (if any), entered into an agreement (hereinafter the "Basic Agreement"), identified as Missouri Pacific, Agreement Number 162618, covering the granting to Santa Fe the nonexclusive right to use the "Joint Trackage" which extends from Fort Worth, Texas to Tecific, Texas a distance of approximately 196.0 miles. The right to use in common with Pacific and such other railroad company or companies as Pacific permits.

The parties now desire to modify the Basic Agreement to correct a typographical error on page 4, also clarifying other points in the "Basic Agreement."

AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Section 1. SUBSTITUTION OF PAGE.

In the original agreement page 4 contained a typographic error concerning the car mile rate, which was obvious and totally inconsistent, this occurred in the seventh line of Section 6, thus:

"and [REDACTED] for all additional cars moved on the"

Whereas, the dollar reference in said line should have been [REDACTED] to be consistent with the remainder of the agreement and fulfill the original intent. The attached page 4 should be substituted therefor, and the previous page voided.

Section 2. NOTABLE REVISIONS OF THE AGREEMENT.

- A. Items relating to car counts were not clarified in the agreement. Cars will be counted and have the following values under the terms of this agreement.

[REDACTED]

Articulated Cars:

- [REDACTED]
- B. The Santa Fe will be responsible for keeping complete and accurate records of their train movements over the Joint Trackage and submit same movement records to Pacific on a monthly basis. The report shall be consistent with values established in Section 2, A, above, and submitted to:

Union Pacific Railroad Company
Asst Manager Joint Facilities Billing MC-9146
1416 Dodge Street
Omaha, Nebraska 68179-0001

Section 3. EFFECTIVE DATE.

This Supplemental Agreement shall be effective as of April 22, 1992 the date of the original agreement.

Section 3. AGREEMENT SUPPLEMENTAL.

This agreement is supplemental to the Basic Agreement, as herein and/or heretofore amended (if applicable), and nothing contained shall be construed as amending or modifying the same except as herein specifically provided.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, in duplicate, as of the day and year first herein written.

WITNESS:

MISSOURI PACIFIC RAILROAD COMPANY

By _____

W. F. Lomenell
Title: Dir.-Joint Facilities

WITNESS:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By _____

J. J. Nelson
Title: DIR. JT. FACILITIES & CONTRACTS

FORM APPROVED

M. Smith
General Attorney

Page 1 of 4

February 25, 1992

FINAL TERM SHEET
UP - ATSF COORDINATION AGREEMENTS

As of 2/25/92
184022
Audit No.

I. ATSF Overhead Trackage Rights on UP: Tower 55 to Tacific
(196 miles).

Initial rate: [REDACTED]

- Rates will [REDACTED]

ATSF is responsible for all incremental capacity required to accommodate its anticipated train operations, to include power operation of the Tacific connection, construction of a bypass track around Centennial Yard, signaling the bypass track and installation of reverse running CTC between Tower 55 and the east end of Centennial Yard, and construction of a power cross-over just west of M.P. 248. UP will install the required capacity additions, and ATSF will pay for this capacity up-front. UP will provide ATSF its construction program data and periodic updates for monitoring progress of all construction. UP will consult with ATSF on any unscheduled expense or if total expenditures are expected to exceed the amount indicated in UP's revised estimate dated February 20, 1992 (copy attached) prior to progressing same; however, if there is no mutually agreeable alternative to avoiding the overrun in construction expenditures, UP reserves the right to complete the project as designed at ATSF expense.

Determination of required capacity additions beyond the items required to initiate ATSF operations is subject to ATSF concurrence in accordance with generally accepted joint facility practices.

[REDACTED]

Expenditures for future capacity improvements (excluding lengthening sidings beyond 6,700 feet) in the zone between the west end of Centennial Yard and Tacific will be

Page 2 of 4

apportioned on the basis of [REDACTED]

[REDACTED] funds for these capacity expansion projects will be provided by each railroad up-front, based on estimated usage. Settlement will occur immediately following the determination of the final apportionment and will include a market-based interest component applied to the settlement amount.

Siding capacity will restrict ATSF trains to a maximum length of 7,400 feet between Centennial Yard and Tecific without additional improvements (the required extent of which would be determined by the joint senior-level team). Such improvements, if needed, will be totally at ATSF's expense. ATSF recognizes and accepts that ATSF trains operated in excess of 6,700 feet may incur additional delay due to limited siding capacity in excess of 6,700 feet.

UP and ATSF will establish a joint senior-level team accountable to the chairmen of both railroads, which will annually review capacity, maintenance, and operations on the line. Recommendations of the joint team will serve as the basis for maintenance and capital programs, as outlined herein, on the line. In cases where capacity is needed immediately, the joint senior-level team can, at its discretion, agree on an expenditure apportionment methodology different from that specified above.

This agreement will expire on August 13, 2014.

II. UP Overhead Trackage Rights on ATSF: Tenison Park to Garland (12 miles).

Initial rate: [REDACTED]

- Rate will be adjusted annually using AAR indices.

UP is responsible for incremental capacity required to accommodate its anticipated train operations, and will pay for cost of required connections/improvements at Tenison Park and Garland.

UP will have the right to assign this agreement to another operator, in accordance with the provisions of the Yaggy, KS, trackage rights assignment.

Page 3 of 4

III. UP Unrestricted Overhead Trackage Rights on ATSF and ATSF Overhead Trackage Rights on UP: Saginaw to Tower 55 (approx. 9 miles).

Initial rate: [REDACTED]

- Rate will be adjusted annually using AAR indices.

Each railroad will pay the cost of connections required by its use of the facilities.

IV. UP Trackage Rights on ATSF: Stockton to Port Chicago (41 miles).

Stockton - Pittsburg agreement will be modified and renewed through August 13, 2014, with current language (modified per W.F. Somervell's Nov. 21, 1991, letter to T. J. Nelson) and extended to Port Chicago at current train mile rate.

UP is responsible for incremental capacity required to accommodate its anticipated train operations.

V. UP Trackage Rights on ATSF: Sealy to Algoa (existing).

UP granted rights to enter/exit at Wallis and Rosenberg, TX.

Car mile rate of [REDACTED] will be applicable to cars exiting or entering the segment at Wallis or Rosenberg.

UP is responsible for any necessary connections at Sealy or Wallis.

VI. UP Trackage Rights on ATSF: Eton Jct. to Congo (7.8 miles).

Amended to allow movement of 286,000-lb. cars in unit trains. The number of 286,000-lb. car miles operated will be multiplied by 1.15 for the purpose of computing the car counts to be used in apportioning maintenance and operating expenses. If future AAR testing and/or an ATSF study determines [REDACTED]

[REDACTED] ce of way costs.

Amended to extend the existing agreement to August 13, 2014.

02/21/2002 11:21

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Page 4 of 4**VII. UP Trackage Rights on ATSF: Daggett - Riverside (100 miles).**

UP and ATSF will establish a joint senior-level team accountable to the chairmen of both railroads, which will annually review capacity, maintenance, and operations on the line. Recommendations of the joint team will serve as the basis for maintenance and capital programs on the line.

This agreement will expire on August 13, 2014, as per the original agreement.

VIII. ATSF Trackage Rights on UP: Tower 19 to Browder.

UP will consent to allowing ATSF to assign its trackage rights under agreement dated August 4, 1986, to the Kansas City Southern at a rate of [REDACTED] UP's right to use ATSF trackage under this same agreement will be discontinued.

- Rate will be adjusted annually using AAR indices.

[REDACTED]

All of the agreements referenced above are transferable to the new owner in the event that the line segment involved is sold.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

AGREED AND ACCEPTED:**For UPRR:**

2/25/92
Date**For ATSF:**

2/27/92
Date**184022**

BNSF Contract Transmittal

Pursuant to BNSF's "Rules Governing Authority for Contracts, Deeds and Payments," complete the form and send with the original contract to:
BNSF Corporate Support, Contract Records, 2400 Western Center, Fort Worth, TX 76131-1322. See attached instructions for more information.

ONLY ORIGINAL CONTRACT WITH ORIGINAL SIGNATURES ARE TO BE SUBMITTED

FORM SUBMITTED BY:		PHONE NUMBER	FAX NUMBER	DATE SUBMITTED	
Larry Baker		817-352-4928	817-352-9219	7/13/06	
DEPARTMENT		LOCATION	CONTRACT SIGNED BY:		OFFICER CODE
Contracts & Joint Facilities		Fort Worth, TX			OJF
☒ NEW CONTRACT	DATE OF CONTRACT (mm/dd/yyyy)		EFFECTIVE DATE (mm/dd/yyyy)	TERMINATION DATE (mm/dd/yyyy)	REVIEW DATE (mm/dd/yyyy)
Complete the following:	7-10-2006		7-10-2006	n/a	n/a
☒ AMENDMENT	ORIGINAL CONTRACT NO.		ORIGINAL CONTRACT DATE (mm/dd/yyyy)		AMENDMENT DATE (mm/dd/yyyy)
Complete the following:	AT 184136		4-22-92		6-12-06
☐ CANCELLATION	ORIGINAL CONTRACT NO.		ORIGINAL CONTRACT DATE (mm/dd/yyyy)		TERMINATION DATE (mm/dd/yyyy)
Complete the following:					
AMOUNT - TOTAL OR MAXIMUM CONSIDERATION	LAW DEPT. APPROVAL (SEE SECTION VI OF RULES GOVERNING AUTHORITY).		FINANCE DEPT. APPROVAL(S) (SEE SECTION VII OF RULES GOVERNING AUTHORITY). CHECK EACH THAT APPLIES.		
	☐ FORM NO. AND REVISION DATE: OR ☐ ATTORNEY'S APPROVAL: OR ☐ DOCUMENTATION INDICATING ATTORNEY (APPROVAL IS ATTACHED)		☐ ACCOUNTING APPROVAL _____ AND/OR ☐ RISK MANAGEMENT APPROVAL _____ AND/OR ☐ TAX APPROVAL _____ AND/OR ☐ DOCUMENTATION INDICATING APPROVAL IS ATTACHED, OR ☐ NO APPROVAL REQUIRED		
CONTRACT TYPE CODE					
JF					
CONTRACT PARTIES (OTHER THAN BNSF)					
UPRR					
DESCRIPTION OF THE CONTRACT					
UP granted BNSF trackage Rights over the southwest quadrant connection between UP's Dallas and Fort Worth subdivisions at Tower 55, (Barnhart Wye)					
EVERGREEN CLAUSE (Y,N)		CONFIDENTIAL (Y,N)		AFE NUMBER	
☒ YES ☐ NO		☐ YES ☒ NO			
VENDOR NO. ASSIGNED TO THE CONTRACT					
CONTRACT LOCATION			LINE SEGMENT / MILEPOST INFORMATION		
STATE	COUNTY	CITY	LINE SEG. #	FROM MP #	TO MP #
TX	Tarrant	Ft Worth			
DOT #		FEDERAL FUNDED (Y,N)	FEDERAL PROJECT ID #		STATE PROJECT ID #
		☐ YES ☐ NO			
RAILROAD PROTECTIVE INSURANCE (Y,N)		CERTIFICATE OF INSURANCE ATTACHED (Y, N/A)		INSURANCE EXPIRATION DATE	
☐ YES ☒ NO		☐ YES ☒ NO			
INSURED NAME		CONTACT NAME		ADDRESS	
PHONE		FAX		EMAIL	
BNSF BILLS OTHER PARTY? (Y,N)		SUBMITTING DEPT. IS RESPONSIBLE FOR NOTIFYING CORPORATE SUPPORT WHEN CONTRACT IS CANCELLED		CONTRACT NO. (ASSIGNED BY CORPORATE SUPPORT)	
IF YES, ATTACH EXTRA COPY OF CONTRACT FOR ACCT. DISTRIBUTION NOTE: NO OTHER DISTRIBUTION WILL BE MADE		JUL 13 2006		AT 184136	