

From: [Buckley, Maggie](#)
To: [Kevin Rice](#)
Cc: [Phoebus, Elizabeth \(Betsi\)](#); [Assenza, Adam](#); [Steve Cheney](#)
Subject: RE: Pirate I/L Right-of-Entry Status
Date: Friday, February 18, 2022 6:35:43 PM

That is fantastic, thank you Kevin!

Maggie Buckley

O: 425.233.3117

M: 206.949.5955

From: Kevin Rice <kprice@up.com>
Sent: Friday, February 18, 2022 2:00 PM
To: Buckley, Maggie <Maggie.Buckley@jacobs.com>
Cc: Phoebus, Elizabeth (Betsi) <Betsi.Phoebus@jacobs.com>; Adam.Assenza@stb.gov; Steve Cheney <SLCHENEY@up.com>
Subject: [EXTERNAL] Pirate I/L Right-of-Entry Status

Maggie et al:

I spoke with Greg Brigham, our real estate acquisitions director, and he will have his team put together the color-coded map we discussed illustrating which properties we currently have access to and the projected timeframe for the ones we don't. He is out of town all next week, but indicated he can have it to me no later than **March 1**.

The good news is, he indicated we already have an informal ROE for almost all properties.

Thanks!

Kevin Rice, PE
Sr. Manager M/W Environmental
Union Pacific Railroad
(402) 544-2213

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From: [Buckley, Maggie](#)
To: [Kevin Rice](#)
Cc: [Phoebus, Elizabeth \(Betsi\)](#); [Korte, Abby/MSP](#); [Urry, Doug](#); [Assenza, Adam](#)
Subject: RE: Pirate I/L Right-of-Entry Status
Date: Thursday, March 24, 2022 6:54:26 PM
Attachments: [image002.png](#)
[image003.png](#)
[UPRR_PIRATE_Additional_ROE_Parcel.xls](#)

Received, thank you very much Kevin. We will certainly reach out to coordinate more closely once we are ready to move forward with field work.

I had an action item to identify any additional parcels that we will need ROE to for purposes of evaluating the second alternative alignment. Per the attached spreadsheet, ROE is only needed for one additional parcel for the second alternative. However, we also identified a handful of parcels for your preferred alignment that were not on your ROE matrix – Column H describes their general location.

If you have any questions about these additional ROE requests, please let me know.

Thank you,

Maggie Buckley
O: 425.233.3117
M: 206.949.5955

From: Kevin Rice <kprice@up.com>
Sent: Thursday, March 24, 2022 7:25 AM
To: Buckley, Maggie <Maggie.Buckley@jacobs.com>
Cc: Phoebus, Elizabeth (Betsi) <Betsi.Phoebus@jacobs.com>; Korte, Abby/MSP <Abby.Korte@jacobs.com>; Urry, Doug <Doug.Urry@jacobs.com>; Assenza, Adam <adam.assenza@stb.gov>
Subject: [EXTERNAL] FW: Pirate I/L Right-of-Entry Status

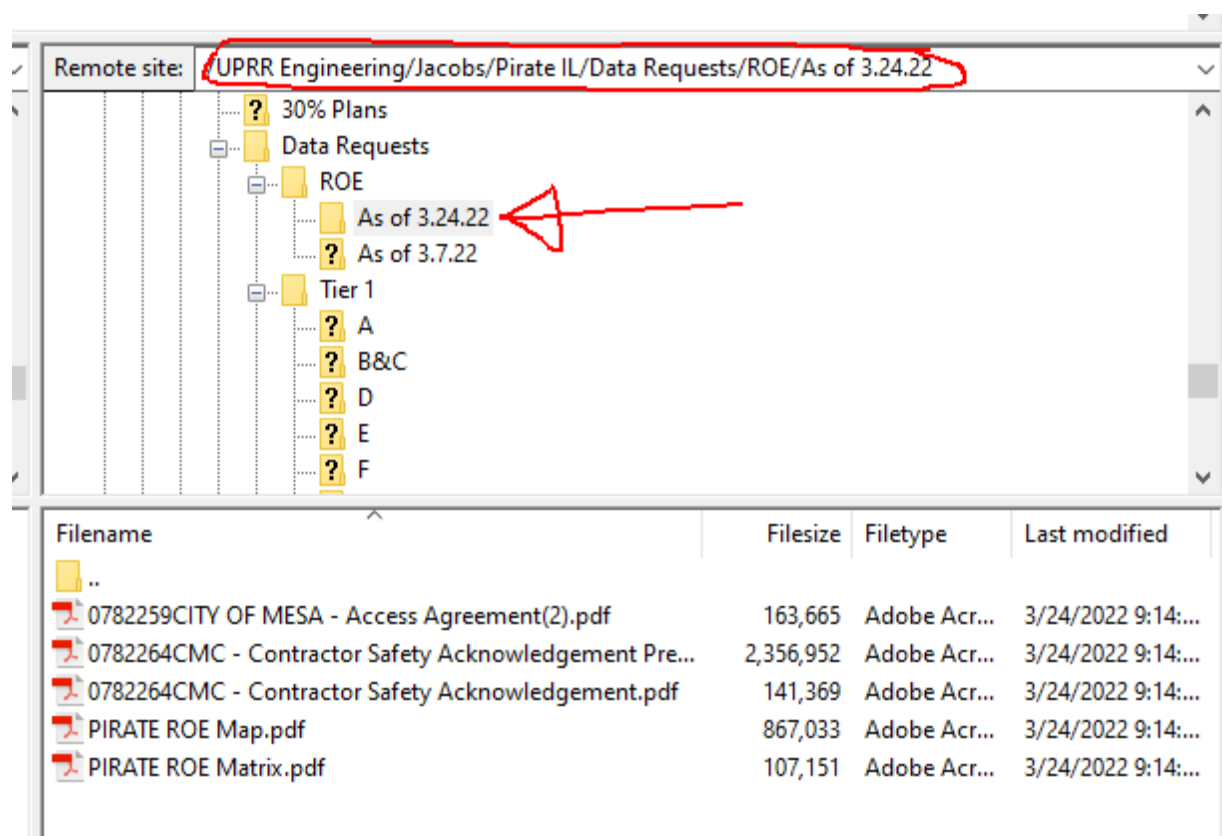
Maggie:

See attached updated ROE matrix, most properties are now secured. Note that we will not have ROE on some properties but per the note below can be viewed from adjacent roads and properties.

I am told that we do believe that we will have access to the Greystar/Unbound properties as well as the ZF (they are wanting the specific contact details for those with boots on the ground).

Each property may have individual instructions on steps to take prior to accessing the property which is listed on the matrix. As is noted below, some of the properties have negotiations still underway, so we need to make sure we are following protocol. Once you are ready to get field work moving, it might be a good idea to discuss with our real estate managers so we are all on the same page.

I have also placed this information out on the UPRR sftp site under:



Kevin Rice, PE
Sr. Manager M/W Environmental
Union Pacific Railroad
(402) 544-2213

From: Kris Anderson <dkanders01@up.com>
Sent: Wednesday, March 23, 2022 6:14 PM
To: Kevin Rice <kprice@up.com>
Cc: Stephanie Tingley <satingle@up.com>; Greg Brigham <gabrigham@up.com>
Subject: RE: Pirate I/L Right-of-Entry Status

Kevin,

Attached is the update ROE map & matrix. The few areas where we do not have ROE can all be viewed by property already owned by UP or from adjacent roads.

Please ensure that the consultant takes note of, and complies with, all Access Notes/Requirements listed on the matrix. We are still negotiating with the majority of these owners, and some of the relationships are a bit strained, so we want to avoid any further tension if at all possible.

I've also attached a few documents that go along with some of the access requirements listed.

Please let us know if there are any questions.

Thanks,



Kris Anderson

Manager - Acquisitions
Real Estate

Phone: 402-544-3162

Fax: 402-501-0340

Email: dkanders01@up.com

From: Kevin Rice <kprice@up.com>

Sent: Monday, March 7, 2022 3:04 PM

To: Kris Anderson <dkanders01@up.com>

Cc: Stephanie Tingley <satingle@up.com>

Subject: RE: Pirate I/L Right-of-Entry Status

Great! Thanks Kris and Stephanie, I appreciate the help on that.

Would it be ok to get an update, say in a couple of weeks?

In the meantime, I will forward to STB.

Kevin Rice, PE
Sr. Manager M/W Environmental
Union Pacific Railroad
(402) 544-2213

From: Kris Anderson <dkanders01@up.com>

Sent: Monday, March 7, 2022 2:58 PM

To: Kevin Rice <kprice@up.com>

Cc: Stephanie Tingley <satingle@up.com>

Subject: RE: Pirate I/L Right-of-Entry Status

Kevin,

See attached. Stephanie and I are working diligently to update the ROE's and I expect that a lot of the red will be turned to green shortly.

Let us know if you have any questions we can answer right now.

Thanks,

Kris Anderson



Manager - Acquisitions
Real Estate

Phone: 402-544-3162
Fax: 402-501-0340
Email: dkanders01@up.com

From: Kevin Rice <kprice@up.com>
Sent: Wednesday, February 23, 2022 2:03 PM
To: Kris Anderson <dkanders01@up.com>
Cc: Stephanie Tingley <satingle@up.com>
Subject: RE: Pirate I/L Right-of-Entry Status

They would like to hit the ground late March/Early April.

Kevin Rice, PE
Sr. Manager M/W Environmental
Union Pacific Railroad
(402) 544-2213

From: Kris Anderson <dkanders01@up.com>
Sent: Wednesday, February 23, 2022 12:50 PM
To: Kevin Rice <kprice@up.com>
Cc: Stephanie Tingley <satingle@up.com>
Subject: RE: Pirate I/L Right-of-Entry Status

Thanks Kevin. I'm looping in Stephanie since we are both working on this. A lot of the ROE's we had early on have expired, so we are reaching back out to renew those. There are also a few areas where we don't yet have ROE. We'll send you an exhibit shortly.

What is your timing on this?



Kris Anderson
Manager - Acquisitions
Real Estate

Phone: 402-544-3162
Fax: 402-501-0340
Email: dkanders01@up.com

From: Kevin Rice <kprice@up.com>
Sent: Wednesday, February 23, 2022 12:39 PM
To: Kris Anderson <dkanders01@up.com>
Subject: FW: Pirate I/L Right-of-Entry Status

Kris:

Please see field work descriptions below.

Let me know if you need anything else.

Kevin Rice, PE
Sr. Manager M/W Environmental

Union Pacific Railroad
(402) 544-2213

From: Buckley, Maggie <Maggie.Buckley@jacobs.com>
Sent: Wednesday, February 23, 2022 10:31 AM
To: Kevin Rice <kprice@up.com>
Cc: Phoebus, Elizabeth (Betsi) <Betsi.Phoebus@jacobs.com>; Adam.Assenza@stb.gov; Steve Cheney <SLCHENEY@up.com>
Subject: RE: Pirate I/L Right-of-Entry Status

*** PROCEED WITH CAUTION - This email was sent from outside the Company ***

Hi Kevin,

All of our field work will be non-intrusive, visual reconnaissance, including the cultural resources survey. Here's a summary by discipline, including an estimated duration:

- Section 7 ESA – reconnaissance-level survey for presence of protected species and habitat (1 day)
- Section 106 – Class III cultural resources survey, which does not require shovel test pits or land disturbance (4 days)
- Water resources – reconnaissance-level survey to identify potential waters of the U.S. (1 days)
- Noise and vibration – reconnaissance-level survey to identify sensitive receptors (1 day)
- Visual quality – reconnaissance-level survey to photograph key observation points and document visual character (1 day)
- Hazardous materials – reconnaissance-level survey to identify potential sources of contamination (1 day)

Please let me know if you need any additional information.
Thank you,

Maggie Buckley
O: 425.233.3117
M: 206.949.5955

From: Kevin Rice <kprice@up.com>
Sent: Wednesday, February 23, 2022 7:46 AM
To: Buckley, Maggie <Maggie.Buckley@jacobs.com>
Cc: Phoebus, Elizabeth (Betsi) <Betsi.Phoebus@jacobs.com>; Adam.Assenza@stb.gov; Steve Cheney <SLCHENEY@up.com>

Subject: [EXTERNAL] RE: Pirate I/L Right-of-Entry Status

Hi Maggie:

Our real estate department is asking about purpose and activities related to the site visits so they can include that in their ROE requests for each property. I think for the most part, the site visits will be non-intrusive (visual inspections) with the exception of the cultural resource work. I know that hasn't been defined just yet, but we will have to give our best estimate for the initial field work in terms of ground disturbance.

So, all that being said, could you please summarize the nature of each potential field visit (number), the general duration, and the potential ground disturbances.

Let me know if you have any questions,

Thanks!

Kevin Rice, PE
Sr. Manager M/W Environmental
Union Pacific Railroad
(402) 544-2213

From: Kevin Rice
Sent: Friday, February 18, 2022 4:00 PM
To: Buckley, Maggie <Maggie.Buckley@jacobs.com>
Cc: Phoebus, Elizabeth (Betsi) <Betsi.Phoebus@jacobs.com>; Adam.Assenza@stb.gov; Steve Cheney <SLCHENEY@up.com>
Subject: Pirate I/L Right-of-Entry Status

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The good news is, he indicated we already have an informal ROE for almost all properties.

Thanks!

Kevin Rice, PE
Sr. Manager M/W Environmental
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(402) 544-2213

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ACCESS LICENSE

THIS ACCESS LICENSE (“**License**”) is made as of March 16th, 2022 (the “**Effective Date**”) by and between City of Mesa, an Arizona municipal corporation (“**City**”), and Union Pacific Railroad Company, a Delaware corporation (“**Licensee**”) (each, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. Licensee is surveying land and conducting soil boring for a future rail line on certain City-owned real property located at 7002 S Sossaman Road, APN 304-61-021B, in Maricopa County, Arizona as depicted in the attached Exhibit A (the “**Property**”).

B. Licensee desires to enter onto the Property for the purpose of conducting various testing and inspections of the Property as described herein.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. License to Enter Property. The City hereby grants Licensee and its duly authorized agents, consultants and independent contractors (collectively, “**Representatives**”) a nonexclusive license to enter upon the Property, at Licensee’s sole cost and expense, from the Effective Date until April 30, 2022, at 5:00 o’clock pm, for the purpose of inspecting the Property including, but not limited to, conducting a land survey, conducting design and engineering studies, and soil and environmental investigation (collectively, the “**Investigation**”), provided that each of Licensee’s or its Representatives’ entries onto the Property be made only after all of the following conditions are met:

a. Licensee will give the City at least one (1) business days’ prior written notice of Licensee’s request to enter the Property, sent by email to Kim Fallbeck, Real Estate Services Administrator, at Kim.Fallbeck@mesaaz.gov. The term “business day” in this License means Monday through Thursday of each week excluding each Friday and each holiday recognized by the City.

b. Licensee will access the Property in the presence of a member of City staff, or as otherwise arranged with the City.

c. Licensee will access the Property during City business hours, which are between 7:00 a.m. and 6:00 p.m., Monday through Thursday, or as otherwise arranged with the City.

d. Licensee will conduct its Investigation in such a manner so as not to damage, alter or interfere with the use of the Property by the City.

2. Government Regulations. While on the Property, Licensee and its Representatives shall comply with all applicable governmental laws and regulations.

3. Liens. Licensee shall not suffer or permit to be enforced against the Property any mechanics’, materialmen’s, contractors’ or subcontractors’ liens or any claim for damage arising from the Investigations performed by Licensee or its Representatives, Licensee shall pay or cause to be paid and released all said liens, claims or demands before any action is brought to enforce the same against the Property or the City.

4. Indemnity. Licensee shall and does hereby agree to indemnify, defend (by counsel reasonably satisfactory to the City) and hold harmless the City, its elected officials and the members of any boards or commissions and its employees, its and their respective successors and assigns (collectively, the "Indemnitees") for, from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively, the "Claims") arising, in whole or part, from or relating to: (a) any entry or use of the Property by Licensee, or any of its Representatives; (b) any act or omission of Licensee, or any of its Representatives; (c) any bodily injury, property damage, accident, fire or other casualty to or involving Licensee, or any of its Representatives, or Licensee's or its Representatives' personal property; (d) any violation or alleged violation by Licensee, or any of its Representatives, of any law or regulation now or hereafter enacted relating to the Property; (e) any loss or theft whatsoever of any property or anything placed or stored by Licensee, or any of its Representatives, on or about the Property; (f) any breach by Licensee, or any of its Representatives, of its or their obligations under this License; and/or (g) any enforcement by the City of any provision of this License and any cost of removing Licensee, or any of its Representatives, from the Property, except to the extent any Claims are directly and solely caused by the City's negligence or willful misconduct. Anything to the contrary contained herein notwithstanding, the terms and conditions of this Section 4 shall survive the termination or expiration of this License. This indemnification provision shall not be limited by the amount of insurance set forth in Section 5 below.

5. Insurance. Licensee, at its sole cost and expense, and as a condition precedent to Licensee's, or any of its Representatives', entry onto the Property, shall maintain comprehensive general liability insurance ("**Liability Insurance**") on an "occurrence basis" against claims for "personal injury," including without limitation, bodily injury, death or property damage, occurring upon, on or about the Property, with such insurance to afford immediate minimum protection at all times during the term of this License, to a limit of not less than one million and 00/100 dollars (\$1,000,000.00) with respect to personal injury or death to any one or more persons or to damage to property. Such insurance shall designate, and be for the benefit of, Licensee (as the named insured party) and the City (as an additional insured) by endorsement, on the policy. The limits of said insurance shall not limit the liability of Licensee under the indemnification provisions of this License. Licensee will not cancel or reduce any of the coverage of the insurance policy required under this License without prior written notice to the City.

6. Payment of Claims. In addition to, and not in limitation of, the City's other rights and remedies under this License, should Licensee fail within thirty (30) business days after written request from the City to pay and discharge any lien or claim arising out of Licensee's or its Representatives' use of the Property, then the City, at its option, may pay any such lien or claim, and all costs, expenses and other sums incurred by the City in connection therewith (including, but not limited to, reasonable attorneys' fees) shall be paid to the City by Licensee upon written demand from the City.

7. Termination. Licensee's rights granted by this License shall terminate automatically, without notice, upon the earlier to occur of : (a) July 31, 2021 at 5:00 p.m.; (b) the cancellation or termination of the public auction of the Property for any reason whatsoever; (c) formal withdrawal from participation in the public auction by Licensee; or (d) the date Licensee is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which case Licensee is the bankrupt party. In addition, the City may terminate this License for any reason or no reason whatsoever by giving Licensee written notice of cancellation; such written notice from the City shall be effective upon Licensee's receipt of same. Upon termination or expiration of this License, Licensee and its Representatives shall immediately vacate the Property.

8. Nature of Licensee's Rights. Licensee acknowledges that: (a) this License grants Licensee a revocable, nonexclusive license only; (b) Licensee has no rights as an owner, purchaser or tenant by virtue hereof; and (c) this License confers no interest in real property.

9. Restoration of the Property. Licensee, at Licensee's sole cost, will be responsible for any damage done to the Property by Licensee or its Representatives and, upon departing from or being required to vacate the Property, Licensee will pay the costs of repairing and restoring the Property and every portion thereof, if caused by Licensee, or any of its Representatives, to at least as good a condition as existed prior to Licensee's, or any of its Representatives, entry onto the Property. The terms and conditions of this Section 9 shall survive the termination or expiration of this License.

10. Assignability. This License may not be assigned by Licensee, whether voluntarily or by operation of law, and Licensee shall not permit the use of the Property, or any part thereof, except in strict compliance with the provisions hereof, and any attempt to do so shall be null and void.

11. Attorneys' Fees. If any action is brought by either Party in respect to its rights under this License, the prevailing Party, as determined by the court, shall be entitled to reasonable attorneys' fees and court costs as determined by the court.

12. Binding Effect. The provisions of this License are binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

13. Applicable Law. This License shall be construed according to Arizona law and any dispute shall be litigated in a court of competent jurisdiction in Maricopa County, Arizona.

14. Notices. Notices shall be in writing and given to the person(s) listed below by: (a) personal or air courier service delivery; (b) facsimile; or (c) by deposit in the United States mail, certified mail, return receipt requested, postage prepaid. Notices shall be delivered or addressed to the City and Licensee at the addresses set forth below or at such other address as a party may designate in writing. The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal or air courier service delivery, or the date of actual receipt if the notice is sent through the United States mail.

To the City: CITY OF MESA
20 East Main Street, Suite 500
Post Office Box 1466
Mesa, AZ 85211
Attn: Kim Fallbeck, Real Estate Services
Facsimile: 480.644.3392

To Licensee: Union Pacific Railroad Company
1400 Douglas Street, Stop 1690
Omaha, NE 68179
Attn: Kris Anderson
Telephone: 402-544-3162
Facsimile: 402-501-0340

15. Entire Agreement. This License constitutes the entire agreement between the Parties pertaining to the subject matter contained herein. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by this License. No

supplement, modification or amendment of this License shall be binding unless in writing and executed by the City and Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date first above written.

THE CITY:

THE CITY OF MESA, an Arizona municipal corporation

Signature: Elizabeth M. Huning

Name: Elizabeth M. Huning

Its: City Engineer

LICENSEE:

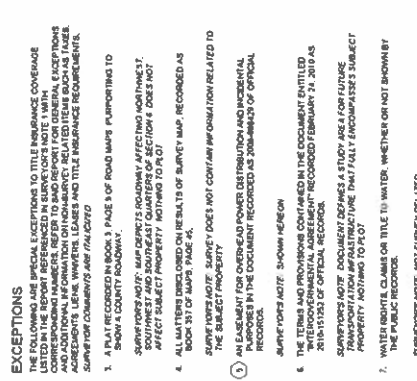
Entity: Union Pacific Railroad Company

Signature: Kris Anderson

By: Kris Anderson

Its: Manager - Acquisitions

Digitally signed by Kris Anderson
DN: c=US,
e=dkanders01@up.com, o=Union
Pacific Railroad Company,
ou=Manager Real Estate -
Acquisitions, cn=Kris Anderson
Date: 2022.03.16 10:55:09-05'00'



1. THIS SURVEY IS BASED UPON THE DESCRIPTION OF THE PROPERTY AND THE INFORMATION RECEIVED BY THE SURVEYOR FROM THE TITLE RECORDS OF THE PUBLIC RECORDS OF THE COUNTY OF MARICOPA, ARIZONA. THE COMPLETE LIST OF THE RECORDS OF THE PUBLIC RECORDS OF THE COUNTY OF MARICOPA, ARIZONA, IS AVAILABLE TO THE PUBLIC AT THE MARICOPA COUNTY CLERK'S OFFICE, 100 N. GILBERT AVENUE, SUITE 200, PHOENIX, ARIZONA 85004. THE EFFECTIVE DATE OF THIS SURVEY IS APRIL 10, 2021. ACCORDING TO AND REPORT THE PROPERTY IS VISITED IN CITY OF MESA, MARICOPA COUNTY, ARIZONA.
2. BEARINGS AND DISTANCES ARE BASED ON THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.
3. FIELD DATA WAS COLLECTED IN MAY OF 2021.
4. FOUND MONUMENTS WERE HELD FOR BOUNDARY RETRACEMENT UNLESS SPECIFIED OTHERWISE.
5. UNDERGROUND UTILITY LOCATIONS WERE NOT PROTECTED. UTILITIES SHOWN ON THE SURVEY WERE MEASURED DURING THE COURSE OF THE SURVEY AND MAY NOT REPRESENT ALL UNDERGROUND UTILITIES ON OR BELOW THE PROPERTY.



CMC STEEL ARIZONA CONTRACTOR SAFETY ORIENTATION



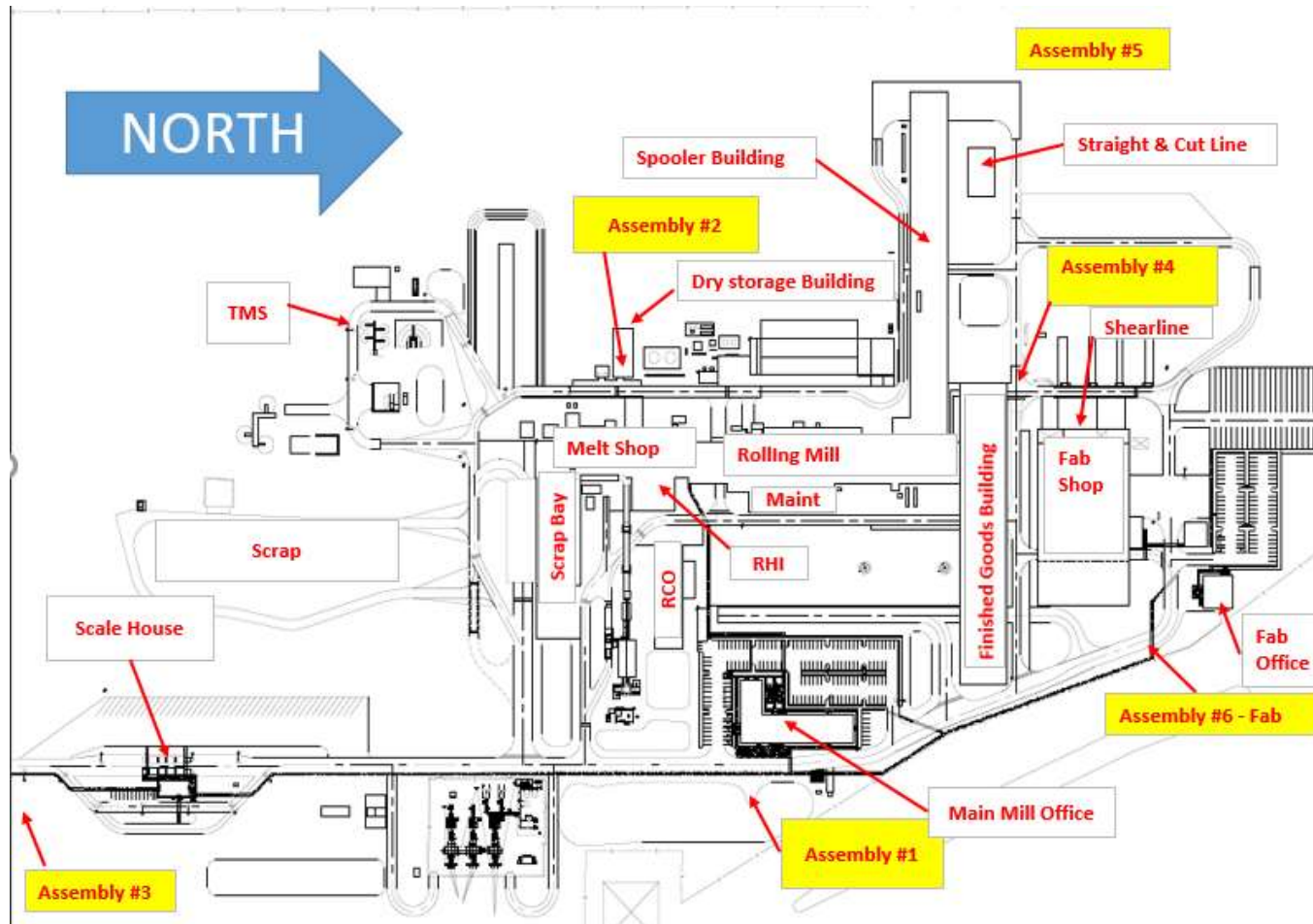
1915 — Celebrating a Century of CMC — 2015



Evacuation Locations - NO RUNNING



Ask your onsite contact to physically show you where these are located based off where you are working



AGENDA



- Covid – 19 Safety
- CMC Steel AZ Safety Philosophy & Take 2 Program
- Site Specific Rules
- General Safety Rules
- Policy Review
- Departmental Safety Tips
- Accident/Injury Reporting and First Responders
- Heat Illness Prevention
- Wildlife Safety

Covid - 19



- The health and safety of our employees and their families are our #1 priority
- As a contractor that makes your safety also a priority
- A Covid outbreak here at CMC Steel Arizona would be catastrophic to our business
- As employees we follow strict protocols including disfecting the work areas, wearing masks and hand washing
- Please follow the visitor/contractor guidelines
- Under no circumstances is anyone to come onsite exhibiting one or more Covid 19 symptoms
- Fever (100.4 not allowed onsite) – Cough – Shortness of Breath – Chills with repeated shaking – muscle pain – headache – sore throat – or new loss of smell or taste
- You will fill out a Covid assessment every time you come onsite
- You will need to be temp checked everyday before you come onsite
- If for any reason you start to feel ill during the day - stop, call your supervisor and if needed go back up front to get your temp checked again or leave the site if you are ill.
- Masks must be worn at all times
- Stay in your assigned work area – Do not enter any CMC buildings

Philosophy



Safety

CMC's basic safety philosophy is to not take chances, NO SHORT CUTS! Do not risk harm to yourself or your employees. If you are unsure as to how to do a job Take 2, ask a CMC supervisor or Safety Coordinator.

We encourage our contractors, subcontractors and their employees to develop good safe work habits from their very first day on the job; to concentrate on working safely and to talk with their workers and their supervisors about safe work practices.

We ask the attention and assistance of each contractor, subcontractor and their employees to help us continue to operate our facilities as a safe and comfortable places to work.

Before we begin a task we stop! Take 2!

“Take 2 of what?”, you might ask.

- Take 2 seconds, 2 minutes, 2 hours. Take time to evaluate your task, your work area, and those working around you and make sure that no one is in harm's way.
- Take 2 and review your standard operating procedure
- Take 2 and evaluate your PPE and teammates PPE



Parking & Parking Passes



Must be visible at all times, return to security when you leave

CMC has an automated front gate, if the gate is not open at arrival you will need to contact security to gain access outside of normal operation hours. The gate is sensor driven for ease of exit.

Operating Hours

Monday – Friday

Opens 4:45 AM and Closes at 7:30 PM

Saturday – Sunday

Opens 4:45 AM and Closes at 7:30 AM

Opens 4:45 PM and Closes at 7:30 PM



COMMITMENT
YOU CAN COUNT ON



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Speed Limit & Seat belts

5 -10- 15 mph

- No vehicles are to be left Parked in the doorways or walkways without Clearance from CMC Supervision!
- In-Plant speed limit is 15 MPH on main road.
- All others are 5-10 max
- All CMC Mobile equipment has the right of way.
 - Keep others and yourself safe
 - Many trucks and forklifts on-site-They have the right of way!
 - Our dust-control plan calls for a on-site speed limit of 15 mph
 - Report speeding! – PSM
- Seatbelts are mandatory at all times in personal vehicles and all mobile equipment

CMC STEEL ARIZONA CELL PHONE POLICY



ZERO TOLERANCE

- Cell phone use will be allowed in designated areas only – at break area's.
- **NOT PERMITTED IN THE Operations and Production ZONE.**
 - ZERO cell phone use will be tolerated while operating any mobile equipment. This is not limited to construction equipment, any mobile equipment (including personal vehicles) at any point you on are CMC property.
 - Absolutely no pictures or videos at anytime
 - We have the right to take the phone to our IT Department and have it erased



Plant layout



COMMITMENT
YOU CAN COUNT ON

100
YEARS

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CONTRACTOR SAFETY MEETING



GENERAL SAFETY RULES

PPE

- **HARD HATS**, and **WORK BOOTS** are required when working onsite. Tennis shoes are not permitted.
- **HEARING** protection is required when working with high noise generating equipment
- **EYE PROTECTION** shall be worn at all times while working onsite, dark lenses will be permitted outdoors only. Clear lenses are required inside.
- Full face shields are required when using any equipment such as grinders, cutting wheels, jackhammers, torching etc.
- Long sleeves and long pants are required
- High vis and reflective are required in certain areas
- FR required in certain areas
- **Hand Protection** – Everything is hot, sharp and heavy. Always wear gloves

CONTRACTOR SAFETY MEETING



GENERAL SAFETY RULES

LOTO

- Must provide your own locks
- All lock must have the employees name, company, contact number. Pictures are a plus.
- ALL contractors are expected to comply with CMC's **LOCKOUT / TAGOUT / TRYOUT** Policy. All lockouts are to be coordinated with a CMC representative.
- **PLEASE REMEMBER TO REMOVE YOUR LOCKS BEFORE LEAVING!!**

Fall Protection

- Must supply your own harness and lanyards
- 100% tie off is mandatory
- Must be self retracting
- CMC policy is at 4' from the next safe working surface
- **Always** use safety harnesses in man lifts and scissor lifts.
- Must tie off to the anchor point, not the railing

CONTRACTOR SAFETY MEETING



GENERAL SAFETY RULES

Mobile Equipment & Cranes:

- Must be a certified operator
- Must be inspected before use and documented
- Use of CMC's overhead cranes are to be coordinated with a CMC representative.
- Any work performed in the plant that will result in interference with Normal operation of any overhead crane must have a Crane Permit completed Prior to beginning that work.
- Look for overhead cranes when entering all buildings.
- Mobile equipment always has the right of way

CONTRACTOR SAFETY MEETING



GENERAL SAFETY RULES

- Entry into any confined space areas must be coordinated with CMC. Standard confined space entry rules will apply: air monitoring, entry attendant, and ventilation if required.
- Any open excavation or floor opening needs to be marked with barricade tape to identify and protect the opening.
- Be aware other trades will be working in the area, be vigilant and watch out for other contractors in the area.
- Work area is limited – so use available space around the plant. Check with CMC personnel prior to “camping out”!
- Contractors are required to perform their own housekeeping of materials and supplies. KEEP THE WORK AREAS CLEAN!
- Contractor employees to stay in immediate work area. Don’t wander.
- **THEFT** will be dealt with harshly.

Jewelry Policy



SCOPE:

Due to the possibility that loose jewelry, rings, watches and earrings can become a safety hazard when caught on something, especially moving machinery, the following rules will:

- No necklaces
 - No loop or dangling earrings (stud earrings are allowed)
 - No finger rings regardless of material
 - No toe rings are allowed
 - Watches can be worn if the band is connected to the face via pins that will breakaway if caught in machinery
 - No bracelets
- In addition to the above, electricians and mechanics can be exposed to possible electrocution in the course of their jobs if they are wearing watches made of metal. Therefore, electricians and mechanics will only be allowed to wear watches that have non-metallic bands with breakaway pins.



Drug, Alcohol, & Controlled Substance



Policy

Drug, Alcohol and Controlled Substance Policy

CMC is firmly committed to providing and maintaining a safe, healthful and productive work environment -- free from the effects of alcohol and drugs -- for its employees and others having business with the company.

Implementation

Contractors shall follow the CMC Substance Abuse Program which includes on-site drug testing. Pre-employment, random, post-accident and for-cause testing shall be implemented by the Contractor at their cost. Upon request, CMC may audit the Contractor's Monthly Substance abuse test log.



TOBACCO POLICY



AREA ALLOWED

- CMC's tobacco policy;
 - Smoking is only permitted in designated smoking areas at all U.S. CMC locations. These locations must be compliant with municipal, state and federal laws.
 - This includes the use of electronic cigarettes, otherwise known as e-cigarettes and vape pens.
 - Smokeless tobacco use is not permitted in offices, pulpits, e-houses. Those who choose to use smokeless tobacco on CMC property, are asked to use proper etiquette. This includes the following:
 - Spitting on walkways or into trash receptacles is prohibited
 - Spitting into or on any equipment is prohibited
 - Proper disposal of spit receptacles is required (i.e. sealing and placing into trash cans)

If the above conditions are not maintained the privilege of tobacco on the worksite will be removed.

Accident/Incident Reporting



All incident/accident no matter how minor they may seem must be reported.

Types of incidents

- Lost Time/Medical Treatment / Recordable
 - First Aid- Treatment / Non-Treatment
 - Near Miss
 - Property Damage
- Must be reported **Immediately**!!
- Must be reported to Supervisor
- Must be accurate and truthful
- Subject to Drug and Alcohol Testing

Plant First-Responders



✓ Any injuries or Medical Conditions must be reported to the Shift Emergency Response Team Channel 1 on the radio



Hazards

Extreme Heat



CMC Arizona is located in the desert environment and we are likely to encounter extreme heat during the summer months.

Hydration is extremely important! It could be a matter of life or death!

Heat Stress

Heat Exhaustion

Heat Stroke



Burns

The extreme temperature and exposure to sunlight, all metal objects have the potential for second degree contact burns.



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Fainting (Heat Syncope)

- Worker not used to hot environment
- Worker stands still in heat
- Blood pools in the legs, so less blood goes to the brain
- Quick recovery after lying down in cool place
- Prevent by moving around a little rather than standing still all the time



Heat Cramps

- Painful muscle cramps
- Caused by loss of salt when sweating
- Treated/prevented by drinking electrolyte liquids
- Severe cases require saline solutions



Heat Exhaustion

- Loss of fluids and salt
- Feeling weak, dizzy, or nauseous
- Skin is clammy and complexion is pale or flushed
- Treatment:
 - Rest in cool place
 - Drink electrolyte solution
- Severe cases: victims vomit or lose consciousness



Wildlife Safety on Site

➤ Spiders



Snakes-Call

Snake Wrangler

➤ Bees Scorpion



Hazards



POTENTIAL RISKS ON SITE

Snakes

- CMC Arizona is located in the desert environment and we are likely to encounter snakes on the property. In the event that you encounter a snake in the workplace, please follow these procedures.
 - Do not excite, harass, or disturb the snake
 - Do not lose sight of the snake.
 - Immediately report the finding to CMC personnel.
 - CMC has designated snake wranglers to safely relocate the animal off site.

Snake Bites

- If you are bitten by a snake, follow these procedures.
 - Call 911 immediately and request assistance – Contact CMC personnel
 - Remain calm and quickly minimize activity level.
 - Wash bite area with soap and warm water and keep bit area below heart level.
 - Quickly remove any constricting items suck as boot, watch, ring, etc.
 - Create a loose splint to restrict movement and immobilize the bite area.
 - Get to one of the following hospitals immediately.
- Banner Desert Samaritan, 1400 S. Dobson Rd., Mesa, AZ 85202, 480-413-3000
 - Correct Hospital – **Poison control specialist**
- Mercy Gilbert Hospital, 3555 S. Val Vista Dr., Gilbert, AZ 85296, 480-728-8000

Hazards



SNAKES CON'T

DO NOT

- Try and CUT the wound area or try to suck out the venom-
 - This is extremely dangerous and cause infections.

DO NOT

- Use ICE to cool the area
 - This causes tissue damage.

DO NOT

- Attempt to apply a tourniquet.
 - This can cause pressure and increase swelling.

DO NOT

- DO not try and capture the snake yourself!
 - Try and get a general description of it, if possible.

Hazards



Other Creatures – Spiders & Bees

Spiders

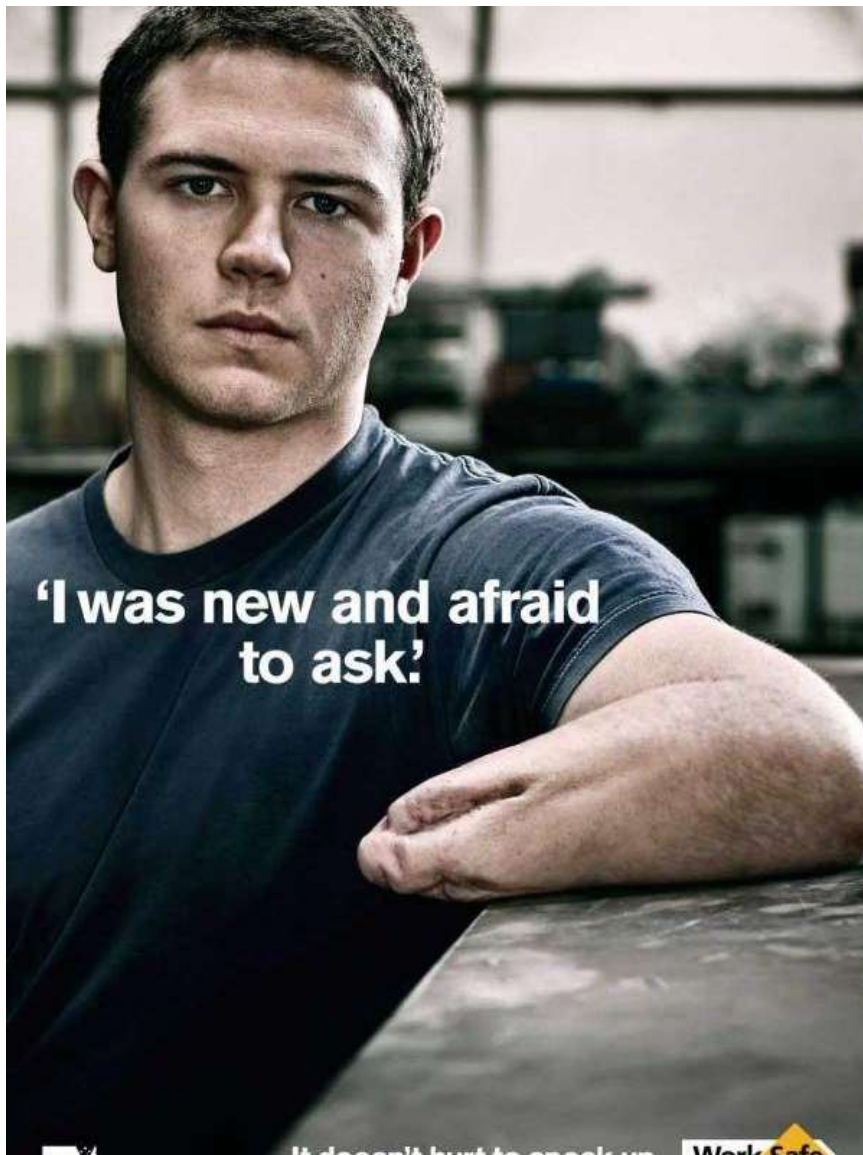
- Watch for black widow spiders - in vegetation, crates, and dark corners
- Good practice is to step on gloves prior to putting on
- Do not try to kill or remove black widow spiders
- Contact your supervisor if you discover spiders

Bees

- Do not approach swarming bees
- Do not try to dispose of hives yourself – call your supervisor
- CMC will have bees properly removed



*Do I Really
Need To
Explain
This?*



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Our Goal



Zero Incidents!

CONTRACTOR SAFETY RULES AND REGULATIONS

SAFETY, HEALTH AND SECURITY RULES AND REGULATIONS

1. All contract employees performing work for CMC must adhere in detail to the Safety, Health and Security rules. The contractor will remove and replace any contract employee who fails to comply with these rules.

2. General

- A. The contractor and his employees shall comply with all federal, state and local safety regulations.
- B. The use of or the possession of alcoholic beverages or non-prescription drugs is not permitted on CMC premises.
- C. All unusual incidents should be reported immediately to the CMC representative, (accidents, damage to property, etc.)
- D. No riders are permitted on moving equipment, rigging or loads.
- E. Acetylene, oxygen, nitrogen and other compressed gas cylinders must be securely fastened in an upright position.
- F. Jumping from docks, trucks or other platforms is prohibited.
- G. Do not use packages, drums or other items in place of ladders.
- H. Do not run.
- I. The contractor shall observe the facility speed limits when moving any type of vehicle.
- J. Under no circumstances should a contractor employee enter a tank or confined space without first having obtained a Confined Space Entry permit. This permit is available through the CMC representative.

3. Housekeeping

- A. Housekeeping is the contractor's responsibility.
- B. The job site must be as clean and orderly as possible while the work is being performed.
- C. Flammable and combustible wastes must be removed from the premises at the end of each working day.
- D. At the end of the work, the job site must be left in an acceptable condition. The CMC representative will make a final inspection to determine the adequacy of the final cleanup.

4. Contractor Employee Conduct

- A. The contractor is responsible for the conduct of his employees and shall enforce good order and conduct at all times.

- B. Horseplay is not permitted.

5. Smoking and the use of Flames, Welding, Cutting, Burning, Grinding Equipment and other Spark Producing Equipment.

- A. A Hot Work permit will be issued for each specific job requiring the use of open flames or spark producing equipment. It is the responsibility of the contractor to inform the CMC representative of the need for a Hot Work permit. If further work is required after this time period, an additional permit must be issued. The permit must be conspicuously displayed at the job location. This permit is **not** permission to smoke.

6. Personal Protective Equipment

- A. The contractor will wear all required PPE as directed by the CMC representative. At a minimum Hard Hat, Safety Glasses and Steel Toe Boots are required.

7. Contractor's Tools and Equipment

- B. All equipment must be in first class condition.
- C. Aluminum ladders are not permitted.
- D. Safety guards or other devices shall not be removed from tools or equipment except for repairs and must be replaced upon completion of repair.
- E. Safety guards or other devices shall not be removed from tools or equipment except for repairs and must be replaced upon completion of repair.

SAFETY TRAINING ACKNOWLEDGEMENT

In consideration of being allowed upon premises owned or operated by Commercial Metals Company or one or more of its subsidiaries, I have been made aware of such premises' programs and procedures (where applicable) for:

1. Electrical Safety-Related Work Practices to include Energy Control (Lockout/Tagout),
2. Hazardous Waste Operations,
3. Permit Required Confined Space Entry;
4. Hazard Communication,
5. Smoking,
6. Personal Protective Equipment including Fall Protection and Respiratory Protection
7. Hot Work,
8. Emergency Evacuation, and
9. Housekeeping
10. Reporting Accidents, Injuries and Unsafe Conditions.
11. No cameras, pictures or video of any products, processes or materials shall be taken, printed or released without the consent of Commercial Metals.

I am also aware of hazards and dangers inherent in a manufacturing, fabrication, construction or similar business, including the business conducted at the premises the undersigned is requesting to enter, and I hereby agree and promise to use extreme care and caution for my personal safety and to avoid all hazards.

I have been made aware of the programs and procedures stated above, have read the foregoing statement, and agree to its terms and conditions. This Acknowledgment will remain in effect for each time I enter the premises until the end of the current calendar year.

Signature

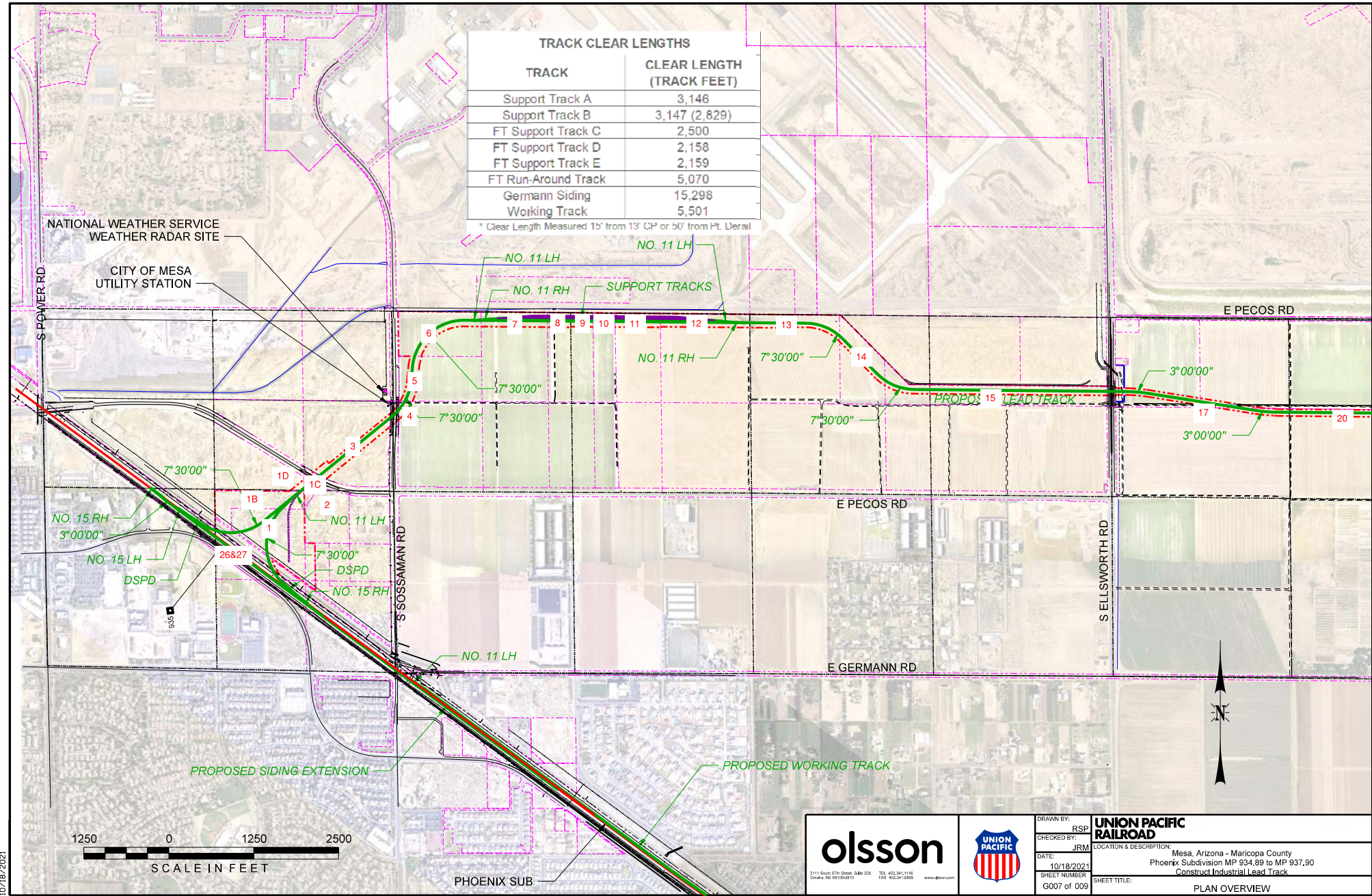
Date

Printed Name

Occupation/Job Title

Contract Company Name

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10/18/2021

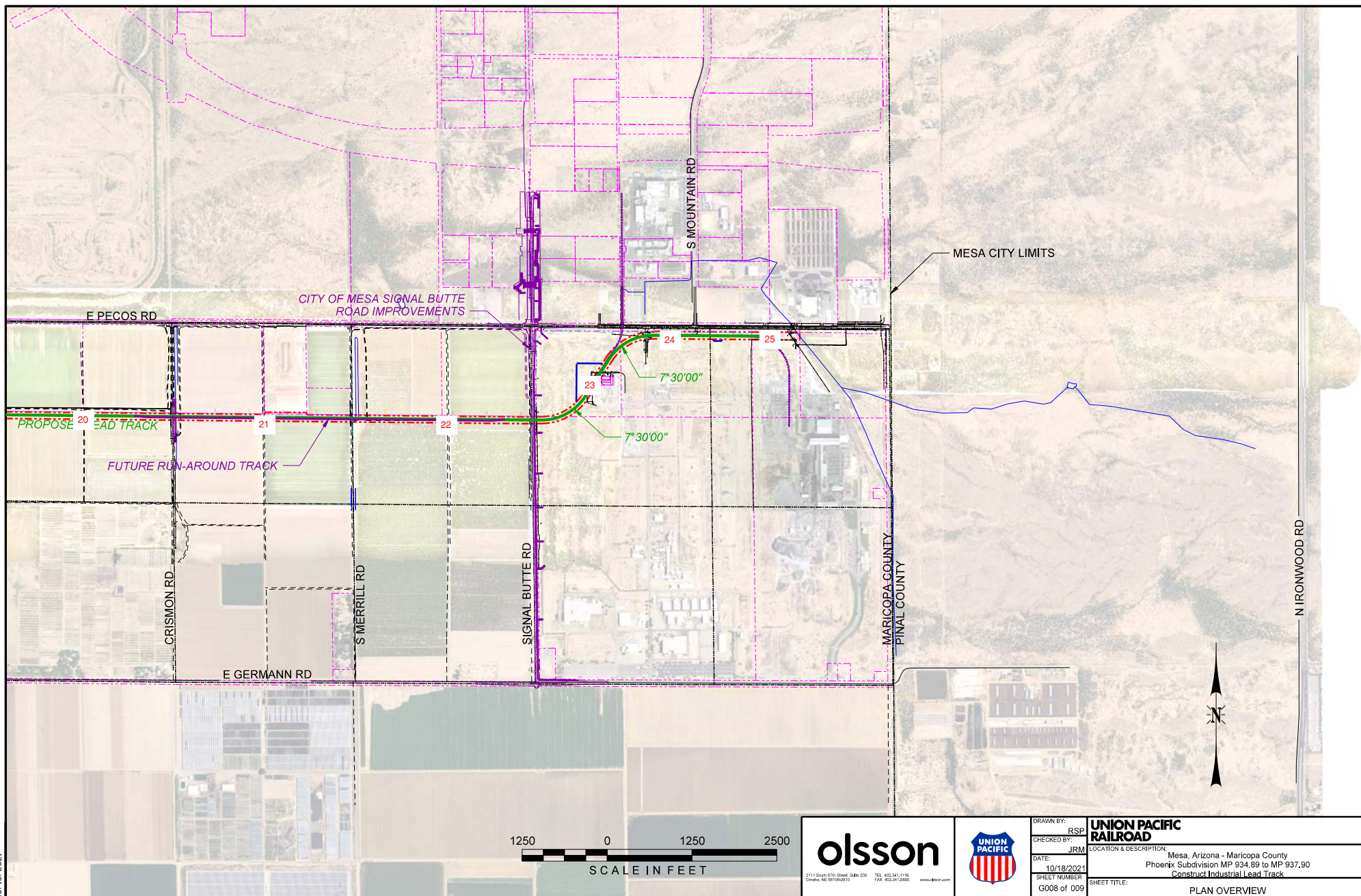


2111 South 67th Street, Suite 200
Oroville, AZ 86004-2810
TEL 402.341.1115
FAX 402.341.2655
www.olson.com

UNION PACIFIC RAILROAD
LOCATION & DESCRIPTION: Mesa, Arizona - Maricopa County
Phoenix Subdivision MP 934.89 to MP 937.90
Construct Industrial Lead Track

DRAWN BY: RSP
CHECKED BY: JRM
DATE: 10/18/2021
SHEET NUMBER: G007 of 009

SHEET TITLE: PLAN OVERVIEW



UP PIRATE ROE MATRIX (Last updated 3.23.2022)

UP Parcel No.	UP RE Mgr.	Maricopa County Parcel No.	Property Owner	Contact Person(s)	Contact Info	Non-Intrusive ROE	Intrusive ROE	Access Notes/Requirements
1	ST	304-61-023L	GILBERT-CHANDLER HEIGHTS L L C		4915 E BASELINE RD SUITE 105 GILBERT AZ 85234, jason@jasonbarney.com, 480-818-2000	Y	Y	UP owns this parcel.
1B	ST	304-61-023R	Trio Forest Products Inc.		959 S. Center Street, Mesa, AZ, 85210, tina@trioforest.com, 480.969.8299	Y	Y	UP owns this parcel.
1C	ST	304-61-016D	GILBERT-CHANDLER HEIGHTS L L C		4915 E BASELINE RD SUITE 105 GILBERT AZ 85234, jason@jasonbarney.com, 480-818-2000	Y	Y	UP owns this parcel.
1D	ST	30461-018B	St. George Ent. LLC			N	N	No ROE at this time.
2	ST	304-61-016F	PECOS PROPERTY LP	Ashley Huigunine Attorney	ONE SOUTH WACKER DR STE 3000 CHICAGO IL 60606, ahugunine@bakerdonelson.com, (205) 250-8327	N	N	PARCEL NO LONGER BEING ACQUIRED
3	KA	304-61-021B	City of Mesa	Bob Hults	20 E MAIN ST STE 650 PO BOX 1466 MESA AZ, (480) 644-2250.	Y	N	ROE EXPIRES 4/30/2022. See access license for requirements to enter property.
4	ST	304-61-005A	KEB ENTERPRISES LLC		2100 W PLEASANT GROVE BLVD STE 450 PLEASANT GROVE UT 84062	Y	Y	
5	ST	304-61-004D	Unbound Phase I Property Owner, LLC	Wil Hogue	602.694.5175 and wil.hogue@greystar.com	Y	Y	ROE will expire 60 days from signing. Agreement will be forwarded once approved by law and signed.
6	ST	304-61-004E	Unbound Phase I Property Owner, LLC	Wil Hogue	602.694.5175 and wil.hogue@greystar.com	Y	Y	ROE will expire 60 days from signing. Agreement will be forwarded once approved by law and signed.
7	ST	304-61-006D	Unbound Phase I Property Owner, LLC	Wil Hogue	602.694.5175 and wil.hogue@greystar.com	Y	Y	ROE will expire 60 days from signing. Agreement will be forwarded once approved by law and signed.
8	ST	304-61-006C	Unbound Phase I Property Owner, LLC	Wil Hogue	602.694.5175 and wil.hogue@greystar.com	Y	Y	ROE will expire 60 days from signing. Agreement will be forwarded once approved by law and signed.
9	ST	304-61-003C	Unbound Phase I Property Owner, LLC	Wil Hogue	602.694.5175 and wil.hogue@greystar.com	Y	Y	ROE will expire 60 days from signing. Agreement will be forwarded once approved by law and signed.
10	ST	304-61-001F	Unbound Phase I Property Owner, LLC	Wil Hogue	602.694.5175 and wil.hogue@greystar.com	Y	Y	ROE will expire 60 days from signing. Agreement will be forwarded once approved by law and signed.
11	ST	304-61-001E	Pecos 2005 LLC/Fiaba Enterprises, Inc. Dadee Enterprises	Pam Brandt, Augi Meoli	Pam: 3901 E San Miguel Paradise Valley, AZ 85253, bluechipland@yahoo.com, 480-980-0551 Augi: 602.300.9290, augimeoli@gmail.com	Y	N	ROE EXPIRES 5/12/2022. Notify Augi Meoli of schedule for access.
12	KA	304-61-002W	Seefried / Gateway South LLC	Will Moseley	602-508-3561 o, 602-513-0090 c, will.moseley@skybridgedevelopments.com	Y	N	Notify Will Moseley of schedule for access.
13	KA	304-62-010U	Sunbelt Investment Holdings, Inc. /Sunbelt Land Holdings, LP	Todd Holzer	8095 Othello Avenue, San Diego, CA 92111, tholzer@sunbeltinv.com, 858-495-4901o, 585.775.2404c	Y	N	ROE EXPIRES 5/30/2022. Notify Todd Holzer of schedule for access.
14	KA	304-62-010P	Sunbelt Investment Holdings, Inc. /Sunbelt Land Holdings, LP	Todd Holzer	8095 Othello Avenue, San Diego, CA 92111, tholzer@sunbeltinv.com, 858-495-4901o, 585.775.2404c	Y	N	ROE EXPIRES 5/30/2022. Notify Todd Holzer of schedule for access.
15	KA	304-62-010S	Sunbelt Investment Holdings, Inc. /Sunbelt Land Holdings, LP	Todd Holzer	8095 Othello Avenue, San Diego, CA 92111, tholzer@sunbeltinv.com, 858-495-4901o, 585.775.2404c	Y	N	ROE EXPIRES 5/30/2022. Notify Todd Holzer of schedule for access.
17	KA	304-62-003K	Sunbelt Investment Holdings, Inc. /Sunbelt Land Holdings, LP	Todd Holzer	8095 Othello Avenue, San Diego, CA 92111, tholzer@sunbeltinv.com, 858-495-4901o, 585.775.2404c	Y	N	ROE EXPIRES 5/30/2022. Notify Todd Holzer of schedule for access.
20	KA	304-62-006	Sunbelt Investment Holdings, Inc. /Sunbelt Land Holdings, LP	Todd Holzer	8095 Othello Avenue, San Diego, CA 92111, tholzer@sunbeltinv.com, 858-495-4901o, 585.775.2404c	Y	N	ROE EXPIRES 5/30/2022. Notify Todd Holzer of schedule for access.
21	KA	304-63-006V	CRG / Cubes at Mesa	Hannah Kiem	314-680-2125c, KiemH@realcrg.com	Y	N	Notify Hannah Kiem of schedule for access.
22	KA	304-63-016	Arizona State Land	Michael Romero-ASLD, Brian Blake-Lessee	Brian Blake: 602.430.3960 Michael Romero: 602-542-2321, mromero@azland.gov	Y	N	Contact lessee before accessing property.
23	ST	304-63-005	TRW VEHICLE SAFETY SYSTEMS INC Friedrichshafen AG (German Company)	ZF John Bishopp Manfred Fink Lenord Landwehr	11202 E. Germain Road, Queen Creek, AZ 85242, John.Bishopp@zf.com, 480-202-6056 Lenord.landwehr@trw.com,	N	N	No ROE at this time.
24	ST	304-63-004F	TRW VEHICLE SAFETY SYSTEMS INC Friedrichshafen AG (German Company)	ZF John Bishopp Manfred Fink Lenord Landwehr	11202 E. Germain Road, Queen Creek, AZ 85242, John.Bishopp@zf.com, 480-202-6056 Lenord.landwehr@trw.com,	N	N	No ROE at this time.
25	KA	304-63-004E	COMMERCIAL METALS COMPANY	Rob Martin, Andy Sarat	Rob Martin 214.589.2700, rob.martin@cmc.com; Andy Sara 830.305.2246, 480-396-7111 andrew.sarat@cmc.com	Y	N	ROE EXPIRES 4/30/2022. Contact Andy Sarat to schedule access. Review and comply with CMC Contractor Safety Acknowledgement.
26		304-61-023M	Maricopa County Flood Control District		2801 W. Durango Street, Phoenix, AZ 85009, 602-506-1501	N	N	No ROE at this time.
27		304-61-023F	Maricopa County Flood Control District		2801 W. Durango Street, Phoenix, AZ 85009, 602-506-1501	N	N	No ROE at this time.

APN	ADDRESS	In ROE Matrix?
304-61-023J		No
314-02-903	18911 S SOSSAMAN RD	No
304-34-035E	6550 S MOUNTAIN RD	No
304-34-019J		No
304-34-019D		No
304-34-044	10952 E PECOS RD	No
304-62-002B	9916 E GERMANN RD	No
304-62-005		No

APE Segment

Mainline at the Y

Mainline at S Sossaman Rd

Northern Grading Extension

Northern Grading Extension

Northern Grading Extension

Northern Grading Extension

Alternative 2 at S Crismon Rd

Alternative 1 at S Crismon Rd

Owner

Flood Control District of Maricopa County
HOHUM PARTNERS/ASPEN PEAK INVESTMENTS LLC
FUJIFILM ELECTRONIC MATERIALS USA INC
SIGNAL BUTTE 20 DJB LLC
SIGNAL BUTTE 20 DJB LLC
City of Mesa
SUNBELT LAND HOLDINGS LP
SUNBELT LAND HOLDINGS LP