



State of Louisiana

JOHN BEL EDWARDS
GOVERNOR

December 15, 2022

Adam Assenza
Office of Environmental Analysis (OEA)
Surface Transportation Board
Washington, D.C. 20423

SUBJECT: P20221035 LDNR SOV – Docket No. FD 36633

Dear Mr. Assenza:

In response to the information request for STB Docket No. FD 36633 dated November 15, 2022 as it impacts the Coastal Protection and Restoration Authority ("CPRA") Mid-Barataria Sediment Diversion ("BA-0153") project, CPRA notes the following:

CPRA has entered into a Memorandum of Understanding ("MOU"), see Attachment 1, with New Orleans & Gulf Coast Railway Company ("NOGC") regarding the proposed railway extension, pursuant to which CPRA has designed and conditionally consented to construction of a temporary tie in, or temporary tracks crossing BA-0153 during its construction to the proposed railway extension, and accessing the extension via CPRA's spur track on BA-0153. Temporary access to the extension via CPRA's Spur and the proposed temporary tracks would be necessary, as the NOGC main line will be vertically relocated over the BA-0153 project over the approximate period of 2023 to 2026. See Exhibit 1 for illustrations of MBSD, existing rail, and proposed rail in the area of MBSD.

CPRA has agreed to obtain Section 404, Section 408, and State of Louisiana Coastal Use permits for the BA-0153 spur tracks. However, NOGC remains responsible for obtaining all other permits for:

- (1) Use of BA-0153 Spur Tracks, and
- (2) Construction and use of the proposed temporary tracks (within and beyond BA-0153), and
- (3) Construction and use of the proposed rail extension.

Environmental review under NEPA for CPRA's BA-0153 project was completed for the spur track within the BA-0153 footprint, and the main line vertical relocation within the BA-0153 footprint (see Final Environmental Impact Statement for the Proposed Mid-Barataria Sediment Diversion Project, USACE Sept. 2022). To CPRA's knowledge, no other portions of the LA Gateway extension project, including the potential impacts of operation, have been subject to environmental review.

Accordingly, in respect to CPRA's responsibilities, NOGC (or applicant) must submit for and receive:

- (1) A Levee Permit/Letter of No Objection from the Plaquemines Parish Government for the use of the spur tracks prior to commencement of that activity; and
- (2) a Levee Permit/Letter of No Objection from the CPRA, the United States Army Corps of Engineers, and the Plaquemines Parish Government for the construction and use of the temporary tracks (as defined in the MOU) inside and outside of BA-0153, prior to commencement of that activity, and
- (3) a Levee Permit/Letter of No Objection from the CPRA, the United States Army Corps of Engineers, and the Plaquemines Parish Government for the construction and use of the proposed rail extension, prior to commencement of that activity; and

MBSD (and all other CPRA projects identified in the Louisiana Department of Natural Resources [LDNR] response dated November 29, 2022 – P20221035) should be considered in the cumulative impacts analysis of the environmental analysis. Further, mitigation for impacts regarding anything other than those considered in the MOU should be considered.

Upon request, CPRA can provide additional BA-0153 project information, or other information that may be of assistance in the review under consideration. If you have any further questions in regards to the state's real estate acquisition process or specific MBSD questions, please don't hesitate to call me at 225.342.4553 or James Altman at 225.342.1934.

Respectfully,



Digitally signed by
Bradley W. Barth
Date: 2022.12.15
12:43:57 -06'00'

Bradley W. Barth
Operations Assistant Administrator
Coastal Protection and Restoration Authority of Louisiana

Attachments: Attachment 1 MOU
Exhibit 1 Illustrations

cc: Nina Reins, PM
Bren Haase, CPRA Exec. Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY
AND
NEW ORLEANS & GULF COAST RAILWAY COMPANY
REGARDING
DESIGN, RELOCATION, AND COMPENSATION
FOR THE NOGC/PPHTD MAINLINE RAIL EXTENSION
IN RELATION TO THE MID-BARATARIA SEDIMENT DIVERSION (BA-0153)

This Memorandum of Understanding ("Agreement") is entered into by the Louisiana Coastal Protection and Restoration Authority ("CPRA"), whose mailing address is Post Office Box 44027, Baton Rouge, Louisiana 70804-4027, and New Orleans & Gulf Coast Railway Company ("NOGC"), whose mailing address is 6100 Southwest Blvd. #320, Fort Worth, Texas 76109 (CPRA and NOGC being referred to herein as the "Parties" and each a "Party"), effective as of the date of the last signature hereto by a Party (the "Effective Date").

WHEREAS, CPRA has identified the Mid-Barataria Sediment Diversion, Project BA-0153 ("BA-0153"), on the Mississippi River at River Mile 60.7 in Plaquemines Parish, Louisiana, in Louisiana's Comprehensive Master Plan for a Sustainable Coast; and

WHEREAS, BA-0153 involves constructing a channel from the west bank of the Mississippi River to the marshes to the west to convey sediment-bearing water from the river to the marshes, including a headworks structure at the intake site on the Mississippi River and a control structure at the discharge site to the west; and

WHEREAS, NOGC claims a servitude to operate an at-grade railroad with one set of tracks that crosses the project boundary of BA-0153, in the area shown as "Parcel AP 1-3A" on the plat attached hereto as **Attachment A**, incorporated herein by reference; and

WHEREAS, pursuant to La. R.S. 49:214.6.1, CPRA is the implementation and enforcement arm of the CPRA Board and is directed by the policy set by CPRA Board, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, CPRA shall administer the programs of the CPRA Board and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1; and

WHEREAS, it is necessary in the construction, completion, operation, and maintenance of BA-0153 that NOGC's servitude over Parcel AP 1-3A, and the location of NOGC's railroad tracks within Parcel AP 1-3A, be modified as provided herein; and

WHEREAS, NOGC has collaborated in the development of BA-0153 by meeting with CPRA and reviewing CPRA's engineering designs and plans, including for the modifications of NOGC's servitude over Parcel AP 1-3A and NOGC's tracks therein (the "Relocation"); the designs of BA-0153's substructure and superstructure and the Spur Tracks, Relocated Tracks, and Temporary Tracks (defined below), and other project aspects to accommodate or accomplish the Relocation or as a result of the Relocation (the "Design"); and the compensation and actions to be paid or performed by CPRA for or as a result of the Relocation (the "Compensation"); and

WHEREAS, the Parties desire to define the Design, the Relocation, and Compensation, and the terms pursuant to which they will be performed.

NOW THEREFORE, in consideration of the premises stated herein and subject to other terms and conditions as stated herein, the Parties understand and agree:

1. Design.

- a. Substructure and superstructure.** CPRA shall design BA-0153 so that the BA-0153 Mississippi River Headworks Structure includes substructure and superstructure sufficient for construction of two sets of railroad tracks thereon), generally as shown on the construction documents attached hereto as **Attachment B**, incorporated herein by reference.
- b. Spur Tracks.** CPRA shall design a minimum of one set of railroad tracks, including ballast and embankment, providing a length of track equivalent to the tracks existing on the Effective Date, generally as shown on Attachment B (the "Spur Tracks"). If for any reason, U.S. Army Corps of Engineers ("USACE") permission is not granted for the Spur Tracks as shown on Attachment B, CPRA shall revise Attachment B so that, upon approval by the USACE, the new alignment will provide a length of track equivalent to the tracks existing on the Effective Date.
- c. Relocated Tracks.** CPRA shall design one set of railroad tracks, including ballast and support, across the Headworks Structure sufficient to connect NOGC's existing tracks at the north and south boundaries of Parcel AP 1-3A, generally as shown on Attachment B (the "Relocated Tracks," defined further in Section 3(c)). CPRA shall deliver 100% Advance Check Prints of the plans and specifications reflecting the completed design. Advance Check Prints shall be marked "Preliminary" and not sealed by a Professional Engineer. Prior to commencing construction, NOGC shall have the Advance Check Prints sealed by a Professional Engineer in accordance with LAPELS. If for any reason, USACE permission is not granted for the railroad relocation as shown on Attachment B, CPRA shall revise Attachment B so that, upon USACE approval, the new alignment will connect NOGC's existing tracks north and south of Parcel AP 1-3A.

- d. **Temporary Tracks.** CPRA shall design one set of temporary railroad tracks, including ballast and embankment, across the BA-0153 project area sufficient to connect NOGC's existing tracks north of the northern boundary of Parcel AP 1-3A, via the Spur Tracks, and a location south of the southern boundary of the BA-0153 channel (the "Temporary Connection Point") designated by NOGC to CPRA in writing (the "Temporary Tracks"). However, if NOGC does not provide its designation of the Temporary Connection Point by May 1, 2022, then CPRA's obligations in this Agreement regarding the Temporary Tracks shall be deemed waived.

2. **Relocation.**

- a. **Subordination.** NOGC shall subordinate all of its rights, title, and interests in and to Parcel AP 1-3A to the rights of CPRA and its successors and assigns to access, locate, construct, operate, maintain, repair, rehabilitate, replace, and patrol BA-0153 on Parcel AP 1-3A and to use Parcel AP 1-3A for BA-0153 purposes as may be required (collectively, "CPRA's BA-0153 Rights") subject to the duty of NOGC to maintain rail service as required by federal law, and reserving to NOGC all rights that may be used without interfering with or abridging CPRA's BA-0153 Rights, substantially in the form of the Act of Subordination attached hereto as **Attachment C**, incorporated herein by reference.
- b. **Existing track termination and removal.** CPRA may remove NOGC's existing tracks between STA 1087+00 (Attachment B, Sheet 3033C301) and the existing southern rail terminus, provided that (i) CPRA has provided NOGC 60 days' written notice of the removal and (ii) the Spur Tracks as provided in Section 3(b) are complete. Upon such notice and completion (the "Existing Tracks Removal Date"), NOGC shall terminate its use of its tracks at and south of the location shown as "Point of Switch" on Attachment B, Sheet 3043C301, and shall disconnect and connect its remaining tracks to the Spur Tracks as provided in Section 3(b). After the Existing Tracks Removal Date, NOGC shall make no use of Parcel AP 1-3A until CPRA notifies NOGC in writing that it has finally accepted BA-0153 or that NOGC may resume use of Parcel AP 1-3A, whichever occurs first. CPRA shall set aside all rails, top plates, joint bars, tie plates, and bolts removed during removal of the tracks, and NOGC may retrieve them within 90 days after the Existing Tracks Removal Date. After these 90 days, CPRA may dispose of these materials as it sees fit. CPRA shall also set aside all ties and any other creosoted or contaminated material removed during removal of the tracks. Per Section 4(a), NOGC shall remain responsible for disposal thereof and shall do so within 90 days after the Existing Tracks Removal Date or as otherwise required by the Environmental Laws (defined below). CPRA shall coordinate with NOGC regarding the logistics of any such disposal.
- c. **Permitting.** CPRA shall include the substructure and superstructure under Section 1(a), the Spur Tracks under Section 1(b), and the Relocated Tracks under Section

1(c) in its applications to USACE and Department of Natural Resources for Section 404, Section 408, and Coastal Use Permits for BA-0153. CPRA shall use its best efforts to prosecute the aforementioned applications and obtain the permits, approvals and/or authorizations sought in those applications. NOGC shall be solely responsible for obtaining all other necessary permits and permissions to construct and use the Spur Tracks and the Relocated Tracks. CPRA shall be solely responsible for obtaining all necessary permits and permissions for the substructure and superstructure. NOGC shall include the Temporary Tracks under Section 1(d) in its applications for regulatory permits and permissions, and shall be solely responsible for obtaining all necessary permits and permissions for the Temporary Tracks.

3. **Compensation.**

- a. **Substructure and superstructure.** CPRA shall construct the Headworks Structure so as to include substructure and superstructure sufficient for construction of two sets of railroad tracks thereon, generally as shown on the construction plans in Attachment B. The horizontal limits of the Headworks Structure shall begin at STA 1105+84.19 including bent B27 (Attachment B, Sheet 3033C304) and shall end at STA 1112+32.91 including bent B37 (Attachment B, Sheet 3033C305). The vertical limit of the Headworks Structure shall be the top of the steel ballast plate or prestressed box girder deck, and shall include curb and handrail (Attachment B, Sheet 3035S201).
- b. **Spur Tracks.** CPRA shall construct the Spur Tracks, generally as shown on the construction plans in Attachment B. NOGC shall provide all assistance, support, and coordination requested by CPRA to disconnect its remaining tracks from the tracks to be removed and connect its remaining tracks to the Spur Tracks, generally at the Point of Switch. CPRA may remove the Spur Tracks within 180 days after the date designated by CPRA to NOGC in writing that NOGC is authorized to proceed with construction of the Relocated Tracks.
- c. **Relocated Tracks.** Upon both of the following conditions being met, NOGC may construct the Relocated Tracks, generally as shown on the construction plans in Attachment B:
 - (i) NOGC notifies CPRA in writing that it has obtained all permits and permissions necessary to construct the Relocated Tracks, other than the Section 404, Section 408, and Coastal Use Permits, as referenced in Section 2(c); and
 - (ii) CPRA issues final acceptance of BA-0153 or, in CPRA's sole discretion, notifies NOGC in writing that NOGC is authorized to proceed with construction of the Relocated Tracks.

The Relocated Tracks are further defined as the northern and southern approaches and tie-ins to the Headworks Structure described in Section 3(a), including bridge structural elements, abutments, embankment, track, ballast and support; and the track, ballast, and support within the horizontal Headworks Structure limits and above the vertical Headworks Structure limits described in Section 3(a).

NOGC shall be solely responsible for constructing the Relocated Tracks. If both conditions identified in paragraphs (i) and (ii) above and in addition the following two conditions are met, CPRA shall reimburse or pay the final agreed-upon cost of constructing the Relocated Tracks pursuant to CPRA's design, limited to \$27,000,000:

- (iii) NOGC initiates construction of the Relocated Tracks prior to 1 year after final acceptance of BA-0153 by CPRA; and
- (iv) Prior to initiating construction of the Relocated Tracks, NOGC has completed construction of railroad tracks southward from the existing south termination point of the NOGC tracks, Lat. 29° 39' 27.2", Long. 89° 57' 48.0" to the southeastern boundary of Section 18, Township 17 South, Range 26 East (the "Southern Terminus"), a distance of approximately 9 miles measured along the tracks (the "Extension").

However, this cap is subject to increase as to any WBS Number item shown on the cost estimate attached as Attachment G for any increase greater than 10% in the quantity for that item shown thereon, at the unit cost for that item shown on the estimate. The Parties shall execute a Cost Reimbursement Agreement to provide the terms and conditions therefor, substantially in the form attached hereto as Attachment D, incorporated herein by reference.

- d. **Temporary Tracks.** Upon all three of the following conditions being met, CPRA shall construct the Temporary Tracks for NOGC's use, generally as shown on the construction plans in Attachment B:
 - (i) NOGC notifies CPRA in writing that it has obtained all permits, permissions, and funding necessary to construct the Extension (except extending southward to the Southern Terminus from the Temporary Connection Point instead of from the existing south termination point of the NOGC tracks), and provides to CPRA those permits and documentation establishing the funding availability, amount, and source and that it applies to the Extension; and
 - (ii) NOGC notifies CPRA in writing that it has obtained all permits and permissions necessary to construct the Temporary Tracks, transferrable to CPRA, and provides those permits to CPRA; and

- (iii) NOGC notifies CPRA in writing of the date on which NOGC reasonably expects to have completed construction of the Extension from the Temporary Connection Point to the Southern Terminus and provides its construction schedule for the Extension to CPRA, and that date is before the date on which CPRA reasonably expects to authorize NOGC to proceed with construction of the Relocated Tracks.

However, if NOGC does not provide the notifications, permits, and documentation required in this Section by June 1, 2026, then CPRA's obligations in this Agreement regarding the Temporary Tracks shall be deemed waived. Further, if at any point during construction of the Temporary Tracks it appears that the date on which NOGC will complete construction of the Extension will be later than the date when CPRA reasonably expects to authorize NOGC to proceed with construction of the Relocated Tracks, CPRA may cease further construction of the Temporary Tracks and CPRA's obligations in this Agreement regarding the Temporary Tracks shall be deemed waived.

If constructed, CPRA may remove the Temporary Tracks within 180 days after the date designated by CPRA to NOGC in writing that NOGC is authorized to proceed with construction of the Relocated Tracks. However, if high water on the Mississippi River or other site/construction conditions prevents construction of both BA-153 and the Relocated Tracks during these 180 days (or any extension thereof), the Temporary Track removal deadline shall be extended by the number of days during which construction of both projects was so prevented. CPRA shall retain the right to install and use two crossings on and to cross the Temporary Tracks for construction of BA-0153, and the Parties shall coordinate train and BA-0153 work scheduling so that CPRA shall not be required to provide or satisfy flagging or other obligations in relation to the railroad in order to exercise this right.

- e. **New Railroad Servitudes.** CPRA shall grant to NOGC a perpetual railroad servitude over the BA-0153 project area for the Relocated Tracks, substantially in the form attached hereto as **Attachment E**, incorporated herein by reference; and temporary railroad servitudes over the BA-0153 project area for the Spur Tracks and, if constructed, the Temporary Tracks, substantially in the form attached hereto as **Attachment F**, incorporated herein by reference. All such servitudes shall be subordinate to the rights of CPRA and its successors and assigns to access, locate, construct, operate, maintain, repair, rehabilitate, replace, and patrol BA-0153 thereon and to use the property for BA-0153 purposes as may be required as required by federal law; and shall reserve to CPRA all rights that may be used without interfering with or abridging NOGC's railroad servitude rights. All servitudes shall be 50 feet in width, centered on the tracks as shown on the construction plans in Attachment B.
- f. **Full compensation.** NOGC acknowledges and agrees that CPRA's undertakings pursuant to this Agreement constitute full, just, and complete compensation to the

full extent of NOGC's loss as a result of BA-0153, the subordination of NOGC's rights to CPRA's BA-0153 Rights, and the modification of NOGC's tracks.

4. Additional Considerations

- a. **Environmental contamination.** NOGC shall retain full responsibility for and shall defend, indemnify, and hold CPRA harmless against and from all costs of investigation, remediation, or disposal of or liability arising from any substance attributable to any facility or equipment owned or operated by NOGC or its predecessor railroads, any discharge by NOGC or its predecessor railroads, or any action or failure to act of NOGC or its predecessor railroads ("Contamination"), pursuant to any federal, state, or local law, regulation, order, or ordinance (the "Environmental Laws"). NOGC shall be deemed the generator of any Contamination, from cradle to grave, for purposes of the Environmental Laws; but otherwise, this Section shall not be construed to create any liability on the part of either Party to any third party. The Parties expressly agree that CPRA may dispose of any Contamination encountered during construction of BA-0153, with NOGC to be listed on the manifest as the generator, in compliance with all Environmental Laws. If CPRA does so, NOGC shall promptly pay CPRA the actual and reasonable costs thereof.
- b. **Stop Work.** CPRA may immediately stop any work or operations by or for NOGC on Parcel AP 1-3A or any new servitude area, if CPRA reasonably determines that the work endangers or substantially impairs the operation of BA-0153. CPRA may seek injunctive relief to enforce this right.
- c. **Termination of Transportation Service Contract.** NOGC shall obtain termination, as to Parcel AP 1-3A, of any contract granting any right to the use or availability of NOGC's existing tracks to any third person (including but not limited to any Transportation Service Contract, Track Use Agreement, or similar agreement), and document the termination to CPRA, within 30 days after the Effective Date.
- d. **Termination for Permit Denial.** If CPRA determines in its sole discretion that it is unable to obtain necessary permits for BA-0153, CPRA may terminate this Agreement and the Act of Subordination by providing written notice of termination to NOGC. In such event, neither Party shall have any further obligation to the other.
- e. **Cessation of Project.** If BA-0153 is terminated, whether by Louisiana state governmental direction, election by CPRA, or for any other reason, then this MOU and the Act of Subordination shall be terminated. CPRA shall provide written notice of such termination to NOGC. In such event, neither Party shall have any further obligation to the other, except as follows:

- i. If BA-0153 is terminated before removal of NOGC's existing tracks, then any servitude granted to NOGC by CPRA shall be terminated, and CPRA may remove the Spur Tracks if constructed.
- ii. If BA-0153 is terminated after removal of NOGC's existing tracks but before excavation of the channel contemplated by BA-0153 at the existing tracks, then CPRA shall restore the existing tracks substantially as they were before the execution of this Agreement. Upon such restoration, any servitude granted to NOGC by CPRA shall be terminated, and CPRA may remove the Spur Tracks and/or the Temporary Tracks if constructed.
- iii. If BA-0153 is terminated after excavation of the channel contemplated by BA-0153 at the existing tracks, and if NOGC satisfies the conditions set forth in Section 3(c)(i) and (iv) (except references to the Relocated Tracks shall instead refer to the restored tracks provided for in this paragraph) within 1 year of written notice of such termination, then CPRA shall reimburse or pay the final agreed-upon cost of restoring NOGC's existing tracks substantially as they were before the execution of this Agreement, except also providing for the restored tracks to cross the channel or refilling the channel, pursuant to a Cost Reimbursement Agreement to be agreed upon by the parties substantially in the form attached hereto as Attachment D. Upon such restoration, any servitude granted to NOGC by CPRA shall be terminated, and CPRA may remove the Spur Tracks and/or the Temporary Tracks if constructed. If NOGC is unable to satisfy the conditions set forth in Section 3(c)(i) and (ii) within 1 year after written notice of termination of BA-0153, the servitude for the Spur Tracks provided in Section 3(e) shall be permanent.

5. Miscellaneous

- a. **Notice and Designated Points of Contact.** Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have duly given if in writing, immediately upon personal delivery or delivery by commercial courier, or three days after being sent via Certified Mail, Return Receipt Requested, to the following addresses:

If to CPRA: Bren Haase
Coastal Protection and Restoration Authority
Executive Director
P.O. Box 44027
Baton Rouge, LA 70804-4027

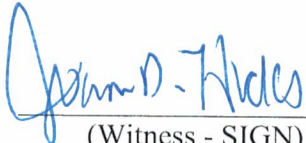
If to NOGC: Michael Agee
New Orleans & Gulf Coast Railway Company
General Manager
9387 Highway 23
Belle Chasse, LA 70037

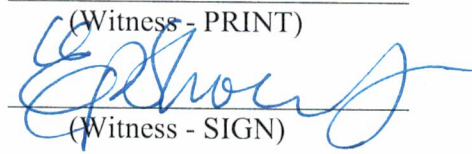
The Parties may change their respective Designated Point of Contact at any time by providing the other Party with the name and contact information of the new Contact in the manner set forth above.

- b. **Severability.** The provisions of this Agreement are severable. Any terms and/or conditions that are deemed illegal or invalid shall not affect any other terms or conditions of this Agreement.
- c. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended nor may be construed to grant any legally enforceable rights or provide any benefits to any third party.
- d. **Binding Effect and Transfer.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, transferees, and assigns. The Parties waive the defense of lack of consideration.
- e. **Disputes.** CPRA and NOGC agree that in the event of a dispute between them, they shall promptly use their best efforts to resolve the dispute in an informal fashion through communication and consultation, or other forms of non-binding alternative dispute resolution that are mutually acceptable; however, in the event any dispute cannot be resolved, the terms and conditions of this Agreement, or any subsequent modification hereto, shall remain in full force and effect. The Nineteenth Judicial District Court in the Parish of East Baton Rouge shall be the exclusive venue for any litigation arising out of this Agreement. All provisions of this Agreement and any questions concerning its interpretation or enforcement shall be governed by the laws of the State of Louisiana (without regard to its principles of conflict of laws).
- f. **Entire Agreement.** The Recitals, terms, and conditions of this Agreement and any attachments, schedules, or other documents incorporated by reference constitute the entire agreement and understanding between the Parties relating to the matters stated herein, and this Agreement supersedes any prior or contemporaneous agreements or understandings with respect to the subject matter hereof. Any amendments to this Agreement must be reduced to writing and signed by both Parties.
- g. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute an agreement binding on the Parties.

THUS DONE, PASSED, AND SIGNED on this 9th day of May, 2022,
before the below-named notary public and competent witnesses.

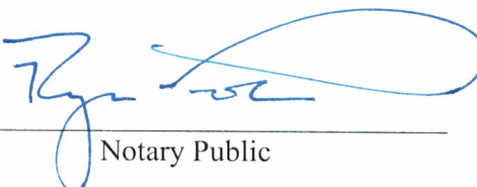
WITNESSES:


(Witness - SIGN)
Joann D. Hicks

(Witness - PRINT)

(Witness - SIGN)
Elizabeth P. Shoenfelt
(Witness - PRINT)

STATE OF LOUISIANA
COASTAL PROTECTION AND
RESTORATION AUTHORITY

BY: 
Bren Haase
Executive Director


Notary Public
J. RYAN VIVIAN
(Print)

Bar Roll/Notary ID No. 33424

THUS DONE, PASSED, AND SIGNED on this _____ day of _____, 20____,
before the below-named notary public and competent witnesses.

WITNESSES:

[Signature]
(Witness - SIGN)

EDMOND W. UNDERWOOD JR
(Witness - PRINT)

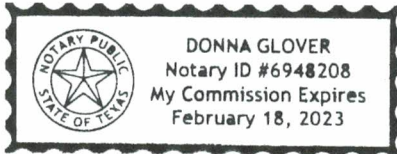
[Signature]
(Witness - SIGN)

MICHAEL A. HARRIS
(Witness - PRINT)

NEW ORLEANS & GULF COAST
RAILWAY COMPANY

BY: [Signature]

TITLE: Vice President

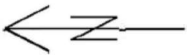


Donna Glover
Notary Public

Donna Glover
(Print)

Bar Roll/Notary ID No. 6948208

Exhibit 1
NOT TO SCALE, FOR
ILLUSTRATION ONLY



MBSD Project
BA-0153
Vertically Relocated NOGC
Existing Main Line

LA23
Gateway
Proposed
Extension



Proposed
Temporary Track to tie
in to Proposed
Extension

MBSD Project
BA-0153
Rail Spur

MBSD Project
BA-0153