

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

DOCKET NO. FD 36873

ENTERED
Office of Chief Counsel
November 19, 2025
Part of
Public Record

UNION PACIFIC CORPORATION AND UNION PACIFIC RAILROAD
COMPANY

-CONTROL-

NORFOLK SOUTHERN CORPORATION AND NORFOLK SOUTHERN
RAILWAY COMPANY CORPORATION

PETITION FOR ORDER DIRECTING UNION PACIFIC
TO SUPPLEMENT ITS RESPONSE TO DECISION NO. 3

The Colorado Pacific Rio Grande Railroad LLC (“CXRG”) a Party of Record in this proceeding, hereby, petitions the Surface Transportation Board (“Board” or “STB”) to direct the Union Pacific Corporation and Union Pacific Railroad (collectively Union Pacific), to further supplement Union Pacific’s response to Decision No. 3, served by the Board on August 28, 2025. For the reasons set forth below, Union Pacific’s response to Decision No. 3 remains deficient because Union Pacific has not yet submitted a complete “list of interchange commitments – agreements that limit or may limit interchange with a third-party connecting carrier, whether by outright prohibition, per-car penalty, adjustment in financial terms, positive economic inducement or other means - involving UP or NS.” Decision No. 3 at 4.

In the alternative, CXRG requests the Board add the interchange commitment at issue

to Union Pacific’s list in response to this Petition.

I. Factual Background

As set forth in the attached correspondence, this petition was prompted by Union Pacific twice refusing to include on its list of interchange commitments certain restrictions imposed on CXRG on tracks owned and operated by CXRG in Walsenburg, Colorado. The interchange commitment at issue is comprised of both a “steel” barrier (where Union Pacific sold its line but retained physical possession of the last few miles of track between the conveyed tracks and an interchange with a third -party railroad – BNSF Railway Company (“BNSF”)) and a “paper” barrier (where Union Pacific has imposed a contractual ban on CXRG from interchanging with BNSF). *See* attached Letter from CXRG counsel to Union Pacific counsel dated October 24, 2025.

This two-part interchange commitment was imposed by Union Pacific in the agreements associated with the sale of Union Pacific’s Alamosa Subdivision to the San Luis & Rio Grande Railroad, Inc. (“SLRG”) in 2003. Finance Docket No. 34350, *San Luis and Rio Grande Railroad Company – Acquisition and Operation Exemption – Union Pacific Railroad Company* (served July 3, 2003). This transaction occurred prior to the Board’s adoption of its regulations requiring disclosure of interchange commitments that are now found in 49 C.F.R. §1150.33(h). CXRG inherited the restrictions imposed on SLRG when it acquired the assets and existing agreements of SLRG in bankruptcy in STB Docket No. FD 36656, *Colorado Pacific Rio Grande Railroad LLC – Acquisition and Operation Exemption – San Luis & Rio Grande Railroad, Inc.* (served January 5, 2022). Pursuant to §1150.33(h), CXRG disclosed the existence of the interchange commitment in its notice of exemption.

In an October 6, 2025, letter to counsel for Union Pacific and the Norfolk Southern Railway

(“NS”) (attached), counsel for Grand Trunk Corporation, on behalf of its itself and its U.S. rail operating subsidiaries (“CN”) asked that the interchange commitment between CXRG and Union Pacific at Walsenburg be added to the list of Union Pacific’s interchange commitments in response to Decision No. 3. Union Pacific declined to do so, stating that “[CXRG] does not have an interchange commitment with Union Pacific” purportedly because “[CXRG] does not have a physical connection to BNSF Railway at Walsenburg. Rather, [CXRG] can reach Walsenburg only using trackage rights that are restricted to interchange with Union Pacific.” Letter dated October 13, 2025 from Union Pacific to the STB’s Chief of Case Administration, footnote 1 (attached).

Upon learning of Union Pacific’s October 13, 2025 letter, counsel for CXRG submitted the aforementioned October 24, 2025 letter to counsel for Union Pacific asking for Union Pacific to reconsider its denial of CN’s request. However, by letter dated October 30, 2025 (attached), counsel for Union Pacific again refused to recognize the existence of the interchange commitment between CXRG and Union Pacific despite not disputing any of the relevant facts. Rather, Union Pacific counsel asserted “[w]e do not believe that these transactions – in which Union Pacific gave SLRG additional limited rights to access track retained by Union Pacific – involve an interchange commitment as defined in Decision No. 3.”

II. Argument

The restrictions placed on the transaction between Union Pacific and SLRG in 2003 that were inherited by CXRG are clearly an interchange commitment under the Board’s rules and precedent. Union Pacific’s strained efforts to claim otherwise fail.

The transaction with SLRG was clearly a situation where an acquisition “involve[d] a provision or agreement that may limit future interchange with a third-party connecting carrier,

whether by outright prohibition, per-car penalty, adjustment in the purchase price or rental, positive economic inducement, or other means (“interchange commitment”).” 49 C.F.R. §1180.4(g)(3)(i). As noted above, this regulatory language was repeated in Decision No. 3’s section asking Union Pacific and NS for lists of their respective interchanges. Decision No. 3 at 4. Certainly, conditioning the sale of a Class 1 railroad line to a short line on (1) physically preventing it from interchanging with a third-party connecting carrier; and then also on (2) contractually preventing it from interchanging with a third-party railroad by granting limited overhead trackage rights that may only be used to interchange with the selling railroad, falls within the “outright prohibition” category of §1180.4(g)(3)(i). At a minimum, it also falls into the broader “other means” category. Indeed, Union Pacific’s confirmation to CN that it had contractually prohibited SLRG’s - and now CXRG’s - ability to interchange with any carrier other than Union Pacific at Walsenburg is an admission that it created an interchange commitment recognized by the Board in the form of “a total ban on interchange with any carrier other than the seller or lessor.” *See* Ex Parte No. 575, *Review of Rail Access and Competition Issues – Renewed Petition of the Western Coal Traffic League*, STB Ex Parte No 575 (Sub-No. 1), *Disclosure of Interchange Commitments* (served October 30, 2007 at 4)(explaining what measures constitute an interchange commitment).¹

Finally, CXRG applauds the Board for issuing Decision No. 3 and seeking broad categories of additional information from Union Pacific and NS that pertain to their proposed merger and the current and potential future anticompetitive effects of their possible combination. A complete list of each railroad’s interchange commitments is a valuable category of information, particularly

¹ *See, Id.*, at 15 (“Parties should expect a higher level of scrutiny on agreements that contain a total ban on interchange with other carriers or go on in perpetuity.”).

when the regulations that will be applied to analyze the proposed merger are geared toward finding ways to enhance competition between railroads and for railroad shippers going forward. The elimination of anti-competitive interchange commitments, particularly ones that have been in existence for many years, could provide one means to enhance competition post-merger. Accordingly, the Board should apply its definition of interchange commitment broadly and not permit Union Pacific to engage in semantics to exclude obvious interchange commitments such as the restrictions placed on CXRG from the Board's analysis.

III. Conclusion

In conclusion, CXRG submits that Union Pacific's refusal to include the interchange commitment between CXRG and Union Pacific at Walsenburg, Colorado in the list requested by the Board in Decision No. 3 was error, and CXRG respectfully asks the Board to either direct Union Pacific to supplement its list and add this interchange commitment, or in the alternative for the Board to add the Walsenburg interchange to the list of Union Pacific interchange commitments in response to this petition.

Respectfully submitted,

/ss/ Thomas W. Wilcox
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*Counsel for Colorado Pacific Rio
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November 19, 2025

OCTOBER 6, 2025 LETTER

CN TO UP

FLETCHER & SIPPEL LLC

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October 6, 2025

CN-4

VIA ELECTRONIC FILING

Chief of Case Administration
Office of Chief Counsel
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: **Docket No. FD 36873**
Union Pacific Corporation and Union Pacific
Railroad Company – Control -- Norfolk Southern
Corporation and Norfolk Southern Railway Company

Dear Chief of Case Administration:

Grand Trunk Corporation, on behalf of itself and its U.S. rail operating subsidiaries¹ (collectively “CN”), hereby submits the attached correspondence for filing in the above-captioned docket.

Respectfully submitted,

/s/ *Thomas J. Litwiler*

Thomas J. Litwiler
Attorney for Grand Trunk Corporation
And Its U.S. Rail Operating Subsidiaries

TJL:tl

Attachment

cc: Parties of Record

¹ Bessemer and Lake Erie Railroad Company, Cedar River Railroad Company, Chicago, Central & Pacific Railroad Company, Grand Trunk Western Railroad Company, Illinois Central Railroad Company, Iowa Northern Railway Company, The Pittsburgh & Conneaut Dock Company and Wisconsin Central Ltd.

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October 6, 2025

VIA ELECTRONIC MAIL

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Raymond A. Atkins, Esq.
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Re: **Docket No. FD 36873**
Union Pacific Corporation and Union Pacific
Railroad Company – Control – Norfolk Southern
Corporation and Norfolk Southern Railway Company

Dear Mike and Ray:

We are acting as co-counsel for Grand Trunk Corporation, on behalf of itself and its U.S. rail operating subsidiaries (“CN”), in the above-captioned proceeding at the Surface Transportation Board (“STB”). On September 29, 2025, Union Pacific Corporation and Union Pacific Railroad Company (“UP”) and Norfolk Southern Corporation and Norfolk Southern Railway Company (“NS”) each filed various information, designated as UP-6 and NS-6, respectively, with the STB in response to Decision No. 3 in this matter. Among the information required was a list of interchange commitments (also commonly called paper barriers), defined as “agreements that limit or may limit interchange with a third-party connecting carrier, whether by outright prohibition, per-car penalty, adjustment in financial terms, positive economic inducement, or other means,” involving UP or NS.¹ The UP-6 and NS-6 filings each included such a list of interchange commitments involving UP and NS, as directed by the STB (the “Interchange Commitments Lists”). Copies of the UP and NS Interchange Commitments Lists are included with this letter as Attachments 1 and 2.

Our cursory review of the Interchange Commitments Lists indicates that UP and NS have omitted several of their interchange commitments with short-line railroads that Applicants were required to disclose in response to the Board’s requests in Decision No. 3. These include:

¹ See Decision No. 3, FD 36873 (STB served Aug. 28, 2025), slip op. at 4.

FLETCHER & SIPPEN LLC

Michael L. Rosenthal, Esq.
Raymond A. Atkins, Esq.
October 6, 2025
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Union Pacific

- Waterloo Railroad, LLC (WTRL). See STB Docket No. FD 36798. WTRL connects with CN at Waterloo, Iowa.
- Kansas City West Bottoms Railroad, LLC (KCWB). See STB Docket No. FD 36834. KCWB connects with UP at Kansas City, Missouri.
- Colorado Pacific Rio Grande Railroad, LLC (CXRG). See STB Docket No. FD 36656. CXRG connects with UP and BNSF Railway Company at Walsenburg, Colorado.

Norfolk Southern

- Jackson & Lansing Railroad Company (JAIL). See STB Docket No. FD 35411. JAIL connects with NS at Jackson, Michigan, and with CN and CSX Transportation, Inc. at Lansing, Michigan.
- Cleveland & Cuyahoga Railway, LLC (CCRL). See STB Docket No. FD 36287. CCRL connects with NS at Von Willer Yard in Cleveland, Ohio, and with Wheeling & Lake Erie Railway Company at Falls Junction in Glenwillow, Ohio.

We are not in a position to know whether UP and/or NS have overlooked any of their other arrangements with connecting short-line carriers that involve an interchange commitment, at least in part because the STB's disclosure requirement for interchange commitments did not exist before 2008. In that regard, CN requests that UP and NS reconfirm the completeness of the information that they have provided to the STB, and identify any missing interchange commitments in existence. UP and NS should timely supplement their responses as appropriate.

Finally, we note that the reference to "Western Pacific" on Line 42 of UP's List of Interchange Commitments spreadsheet is likely meant to be a reference to Willamette & Pacific Railroad, Inc.

FLETCHER & SIPPEL LLC

Michael L. Rosenthal, Esq.
Raymond A. Atkins, Esq.
October 6, 2025
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Kind regards.

Very truly yours,

/s/ *Thomas J. Litwiler*

Thomas J. Litwiler

TJL:tl

Attachments

cc: STB Office of Chief Counsel, FD 36873
Parties of Record, FD 36873
Sara Razi, Simpson Thacher & Bartlett LLP
Kathryn J. Gainey, CN
Christopher K. Diamond, CN

ATTACHMENT 1

UP LIST OF INTERCHANGE COMMITMENTS

Union Pacific Response to STB Decision Served Aug. 28, 2025

List of Interchange Commitments

Involved Carrier	Location of affected interchange(s)
Arkansas Midland	None
Arkansas & Missouri	Ft Smith, AR; Monett, MO
Chicago Junction	Elk Grove Village, IL
Cannon Valley	Northfield, MN
Fort Smith Railroad	Ft Smith, AR
Nebraska Central	David City, NE
New Orleans Gulf Coast	None
Wisconsin Northern	None
Missouri and Northern Arkansas	Aurora, MO; Joplin, MO; Ft Scott, KS; Springfield, MO
Missouri Eastern	St Louis, MO; Madison, IL
Delta Southern	Monroe, LA; Tallulah, LA
Alamo Gulf Coast	None
Arkansas & Oklahoma	Howe, OK
Arkansas & Oklahoma	Oklahoma City, OK
Blacklands	None
Brownsville & Rio Grande	Brownsville, TX
Dallas Garland & Northeastern	Irving, TX; Greenville, TX; Sherman, TX; Reinhardt, TX
Fort Worth & Western	Brownwood, TX; Cleburne, TX; Ft Worth, TX; North Ft Worth, TX; San Angelo JCT, TX
Kansas & Oklahoma	Abilene, KS; Hutchinson, KS; Towner, CO; Wichta, KS
Kyle Railway	Concordia, KS
Rio Valley Switching Company	Harlingen, TX
Rio Valley Switching Company	Harlingen, TX
Southeast Kansas and Oklahoma	Columbus, KS; Pittsburg, KS; Tulsa, OK; Winfield, KS
Southern Switching Company	None
Texas Northeastern	Texarkana, TX
Tulsa Supulpa	Tulsa, OK
Wichita Tillman & Jackson	Wichita Falls, TX; Altus, OK
Albany and Eastern Railroad	Albany, OR
California Northern	None
Central Oregon & Pacific	Eugene, OR
Central Oregon & Pacific	Eugene, OR
Clackamas Valley	None
Columbia Walla Walla	Walla Walla, WA
Oregon Pacific	Canby, OR
Palouse & Coulee City	None
Portland & Western	Portland, OR; Vancouver, WA
Western Pacific	Portland, OR; Vancouver, WA
Puget Sound & Pacific	Centralia, WA
Richmond Pacific	Richmond, CA
San Joaquin Valley	Fresno, CA
Utah Central	Ogden, UT
Willamette Valley	None

"None" means the affected carriers' agreement with Union Pacific contains a term within the STB decisions's definition of interchange commitments but the involved carrier has no physical interchange with another carrier or another carrier has no legal right to interchange with the involved carrier.

ATTACHMENT 2

NS LIST OF INTERCHANGE COMMITMENTS

Attachment 1

List of Interchange Commitments

Agreement & Involved Carriers	Interchange Point(s)
Lease Agreement between Norfolk Southern Railway Co. and Buffalo & Pittsburgh Railroad, Inc.	Buffalo, NY; Pittsburgh, PA; Driftwood, PA; Erie, PA
Lease Agreement between Norfolk Southern Railway Co. and Piedmont & Atlantic R.R. d/b/a Yadkin Valley Railroad (assigned by Laurinburg and Southern R.R. Co.)	Winston Salem, NC
Lease Agreement between Norfolk Southern Railway Co. and B&H Rail Co.	Painted Post, NY
Lease Agreement between Norfolk Southern Railway Co. and Western New York & Pennsylvania Railroad, LLC	Meadville, PA; Salamanca, NY
Lease Agreement between Norfolk Southern Railway Co. and Western New York & Pennsylvania Railroad, LLC	Meadville, PA; Salamanca, NY
Lease Agreement between Norfolk Southern Railway Co. and Western New York & Pennsylvania Railroad, LLC	Meadville, PA; Salamanca, NY
Lease Agreement between Norfolk Southern Railway Co. and West Tennessee Railroad, LLC	Corinth, MS
Lease Agreement between Norfolk Southern Railway Co. and Central New York Railroad Corp.	Binghamton, NY
Lease Agreement between Norfolk Southern Railway Co. and Carolina Coastal Railway, Inc.	Pinetown, NC; Chocowinity, NC; and Raleigh, NC
Lease Agreement between Norfolk Southern Railway Co. and R.J. Corman Railroad Company/Lehigh Line, LLC	Mehoopany, PA; Towanda, PA
Sublease agreement between Norfolk Southern Railway Co. and Reading Blue Mountain & Northern Railroad Co.	Reading, PA; Taylor, PA
Lease Agreement between Norfolk Southern Railway Co. and Grand Elk Railroad, LLC	Elkhart, In and Kalamazoo, MI

Agreement & Involved Carriers	Interchange Point(s)
Transaction Agreement among Norfolk Southern Railway Co., R.J. Corman Railroad Company, LLC, and Knoxville and Cumberland Gap Railroad	Lot, KY; Hyde, TN; Cumberland Gap, TN
Lease Agreement between Norfolk Southern Railway Co. and Chesapeake & Albemarle Railroad	Chesapeake, VA
Lease Agreement between Norfolk Southern Railway Co. and East Ohio Valley Railway LLC	Mingo Junction, OH
Lease Agreement between Norfolk Southern Railway Co. and Ann Arbor Railroad, Inc.	Toledo, OH; Milan, MI; Ann Arbor, MI; Diann, MI
Lease Agreement between Norfolk Southern Railway Co. and Kanawha River Railroad, LLC	Point Pleasant; WV
Lease Agreement between Norfolk Southern Railway Co. and Delmarva Central Railroad Company	Clayton, DE; Tasker, DE
Lease Agreement between Norfolk Southern Railway Co. and R.J. Corman Railroad Company/Western Ohio Line	Lima, Ohio
Lease Agreement between Norfolk Southern Railway Co. and Dover and Delaware River Railroad	Phillipsburg, NJ
Lease Agreement between Norfolk Southern Railway Co. and Georgia & Florida Railway, LLC	Albany, GA; Adel, GA; Thomasville, GA; Quitman, GA
Lease Agreement between Georgia Southern Railway Company, South Western Rail Road Company and Central of Georgia Railroad Company	Fort Valley, GA; Dover, GA
Lease Agreement between Georgia Southern Railway Company and Central of Georgia Railroad Company	Fort Valley, GA; Dover, GA
Lease Agreement between R.J. Corman Railroad Company/Childersburg Line, Central of Georgia Railroad Company, and Norfolk Southern Railway Company	Childersburg, AL
Lease Agreement between NCSR LLC d/b/a New Castle Southern Railroad and Norfolk Southern Railway Company	Beesons, IN

Agreement & Involved Carriers	Interchange Point(s)
Transaction Agreement by and among Norfolk Southern Railway, Co., R.J. Corman Railroad Company, LLC and Raleigh and Fayetteville Railroad, LLC	Raleigh, NC; Fayetteville, NC
Lease Agreement between Norfolk Southern Railway Co. and Raleigh and Fayetteville Railroad, LLC	Raleigh, NC; Fayetteville, NC
Freight Service Agreement between Norfolk Southern Railway Company and SEDA-COG Joint Rail Authority	Northumberland, PA
Lease Agreement between Norfolk Southern Railway Company and Elkhart & Western Railroad Company	Plymouth, IN
Lease Agreement between Norfolk Southern Railway Company and Middletown & New Jersey Railroad, LLC	Campbell Hall, NY
Lease Agreement between Norfolk Southern Railway Company and Middletown & New Jersey Railroad, LLC	Campbell Hall, NY
Lease Agreement between Norfolk Southern Railway Company and East Penn Railroad, LLC	York, PA
Lease Agreement between RSL Railroad, LLC and Norfolk Southern Railway Company	Massillon, OH

OCTOBER 13, 2025 LETTER

UP to STB

COVINGTON

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By E-Filing

October 13, 2025

Chief of Case Administration
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395 E Street, SW
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**Re: Docket No. FD 36873, *Union Pacific Corp., et al. -
Control - Norfolk Southern Corp., et al.***

Dear Chief of Case Administration:

Union Pacific Corporation and Union Pacific Railroad Company (collectively, Union Pacific) hereby supplement their September 29, 2025, response to Decision No. 3. In that submission, Union Pacific provided a list of agreements that contain interchange commitments, as that term is understood in Board regulations. The two additional agreements disclosed below are in addition to that list.

Please reach out to me with any questions.

Sincerely,

/s/ Michael L. Rosenthal

Michael L. Rosenthal

*Attorney for Union Pacific
Corporation and Union
Pacific Railroad Company*

cc: All Parties of Record

COVINGTON

Chief of Case Administration
October 13, 2025
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Supplement to List of Interchange Commitments¹

Involved Carrier	Interchange Point
Waterloo Railroad (WTRL)	Waterloo, IA
Kansas City West Bottoms Railroad (KCWB)	None

¹ In a submission designated CN-4, counsel for Canadian National suggested Union Pacific's list of interchange commitments omitted Colorado Pacific Rio Grande Railroad, LLC. Contrary to Canadian National's suggestion, Colorado Pacific does not have an interchange commitment with Union Pacific that prevents it from connecting to BNSF Railway at Walsenburg, Colorado. Colorado Pacific does not have a physical connection to BNSF Railway at Walsenburg. Rather, Colorado Pacific can reach Walsenburg only using trackage rights that are restricted to interchange with Union Pacific.

OCTOBER 24, 2025 LETTER

CXRG to UP



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October 24, 2025

Via Email

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Re: Docket No. FD 36873 – *Union Pacific Corporation and Union Pacific Railroad Company – Control – Norfolk Southern Corporation and Norfolk Southern Railway Corporation*

Dear Mike:

This letter is written on behalf of Colorado Pacific Rio Grande Railroad LLC (“CXRG”) for the purpose of asking Union Pacific Railroad Company (“UP”) to reconsider its decision to exclude the interchange between CXRG and UP at Walsenburg, Colorado from the list of interchange commitments requested by the Surface Transportation Board (“STB” or “Board”) in Decision No. 3. UP left this interchange off the first list it submitted to the Board and then reaffirmed its exclusion in a letter to the STB’s Chief of Case Administration dated October 13, 2025, in response to a letter submitted by counsel for the Canadian National Railway asking UP to include it. CXRG disagrees with UP.

Prior to 2003, UP owned the line of railroad known as its Alamosa Subdivision extending from MP 299.3 in Derrick Colorado to MP 175, which marks the entrance to UP’s Walsenburg Yard. This yard is .6 miles away from rail yard owned and operated by BNSF Railway. The two Walsenburg yards may be accessed by either railroad’s tracks, meaning that trains coming out of the UP Walsenburg Yard can access the BNSF Walsenburg Yard and BNSF trains moving from its yard can access the UP Walsenburg Yard. As such, historically UP trains from shippers on the Alamosa Subdivision could be interchanged with BNSF in its Walsenburg Yard.

Law Office of Thomas W. Wilcox LLC

Letter to Michael Rosenthal, Esq.

October 24, 2025

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In 2003, UP conveyed the Alamosa Subdivision to the San Luis & Rio Grande Railroad, Inc. ("SLRG"). However, in doing so UP created both a "steel barrier" and a "paper barrier" to SLRG interchanging traffic with BNSF in its Walsenburg Yard going forward. Specifically, UP created a physical barrier by retaining ownership of the final five miles of the Alamosa Subdivision from MP 180 to MP 175. UP then created a paper barrier by granting SLRG incidental trackage rights over the final five miles from MP 180 to MP 175 but restricting those rights to be for the sole purpose of interchanging traffic with UP, thereby also contractually eliminating the possibility of SLRG interchanging traffic directly with BNSF.¹

The foregoing transaction was clearly a situation where an acquisition "involve[d] a provision or agreement that may limit future interchange with a third-party connecting carrier, whether by outright prohibition, per-car penalty, adjustment in the purchase price or rental, positive economic inducement, or other means ("interchange commitment")." 49 C.F.R. §1180.4(g)(3)(i).

In 2023 CXRG acquired the assets of SLRG out of bankruptcy and thereby became the owner and operator of the Alamosa Subdivision subject to the 2003 agreements with UP and the incidental trackage rights. As required by the Board's rules, CXRG disclosed the existence of the interchange commitment in its filings before the Board.²

CXRG believes that the restrictions with UP at Walsenburg easily fall within the definition of an interchange commitment, and that this interchange should therefore be included on the list of locations that include interchange commitments the Board is reviewing as part of its consideration of the potential merger of UP and the Norfolk Southern Railway. CXRG therefore asks UP to further supplement its response to Decision No. 3 to include the CXRG/UP interchange at Walsenburg.

Please call me if you have any questions or desire additional information. We look forward to your response.

Sincerely,



Thomas W. Wilcox

*Counsel for Colorado Pacific Rio Grande
Railroad LLC*

¹ Finance Docket No. 34350, *San Luis & Rio Grande Railroad Company-Acquisition and Operation Exemption-Union Pacific Railroad Company* (served July 11, 2003).

² Docket No. FD 36656, *Colorado Pacific Rio Grande Railroad, LLC—Acquisition and Operation Exemption Containing Interchange Commitment—San Luis & Rio Grande Railroad, Inc.* (served January 5, 2023).

OCTOBER 30, 2025 LETTER

UP to CXRG

COVINGTON

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Via Email

October 30, 2025

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Washington, DC 20006

**Re: Docket No. FD 36873, *Union Pacific Corp., et al. -
Control - Norfolk Southern Corp., et al.***

Dear Mr. Wilcox:

We write on behalf of Union Pacific Railroad Company and Union Pacific Corporation (collectively, “Union Pacific”) in response to your October 25, 2025, letter on behalf of Colorado Pacific Rio Grande Railroad LLC (“CXRG”) regarding the list of interchange commitments that Union Pacific provided in response to the Surface Transportation Board’s Decision No. 3. In your letter, you argue that Union Pacific should have identified the interchange between CXRG and Union Pacific at Walsenburg, Colorado, as involving an interchange commitment as defined by the Board in Decision No. 3. We disagree.

The facts of the transactions involving the line entering Union Pacific’s Walsenburg Yard speak for themselves. As you note, when Union Pacific conveyed portions of the Alamosa Subdivision line to the San Luis & Rio Grande Railroad, Inc. (“SLRG”) in 2003, Union Pacific retained ownership of the final five miles of the line from MP 180 to MP 175. Union Pacific then granted to SLRG limited incidental trackage rights to access the five miles that Union Pacific retained. We do not believe that these transactions—in which Union Pacific gave SLRG additional limited rights to access track retained by Union Pacific—involve an interchange commitment as defined in Decision No. 3.

Based on this analysis, Union Pacific does not intend to supplement the list of interchange commitments it provided to the Board in response to Decision No. 3 to include the interchange between CXRG and Union Pacific at Walsenburg, Colorado.

Sincerely,

/s/ Kevin M. Kelly

Kevin M. Kelly

CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of November, 2025 a copy of the foregoing Petition was served on all parties of record on the service list for Docket No. FD 36873 by electronic mail.

s/ Thomas W. Wilcox
THOMAS W. WILCOX