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WASHINGTON, D.C. 20001

ENTERED
Office of Chief Counsel
January 9, 2026
Part of
Public Record

January 8, 2026

HAND-DELIVERED

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

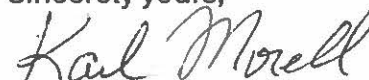
Re: STB Finance Docket No. 36903, Wichita, Tillman & Jackson Railway
Company – Lease Renewal Exemption – Union Pacific Railroad
Company

Dear Chief of Case Administration:

Attached for filing is the original of the Verified Notice of
Exemption under 49 C.F.R. 1180.2(d)(4), and a check covering the \$1,900 filing fee.

If you have any questions, please contact me.

Sincerely yours,


Karl Morell

Enclosures

BEFORE THE
SURFACE TRANSPORTATION BOARD

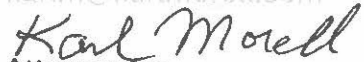
STB FINANCE DOCKET NO. 36903

WICHITA, TILLMAN & JACKSON RAILWAY COMPANY
--LEASE RENEWAL EXEMPTION--
UNION PACIFIC RAILROAD COMPANY

VERIFIED NOTICE OF EXEMPTION
Pursuant to 49 C.F.R. 1180.2(d)(4)

Karl Morell
Karl Morell & Associates
440 1st Street, N.W., Suite 440
Washington, D.C. 20001
(202) 595-9045

karlm@karlmorell.com


Attorney for

Wichita, Tillman & Jackson Railway
Company

Dated: January 8, 2026

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 36903

WICHITA, TILLMAN & JACKSON RAILWAY COMPANY
--LEASE RENEWAL EXEMPTION--
UNION PACIFIC RAILROAD COMPANY

VERIFIED NOTICE OF EXEMPTION
Pursuant to 49 C.F.R. 1180.2(d)(4)

Wichita, Tillman & Jackson Railway Company ("WTJR") files this Notice of Exemption, pursuant to 49 C.F.R. 1180.2(d)(4), to permit WTJR to renew its lease of approximately 16.53 miles of rail line. WTJR has been leasing and operating the rail line since 1991. See Finance Docket No. 31787, *Wichita, Tillman & Jackson Railway Company – Lease and Operation Exemption – Missouri Pacific Railroad Company* (not printed), served January 8, 1991.

In support of this Notice of Exemption, the following information as required by 49 C.F.R. 1180.4(g)(1)(i) is submitted:

Section 1180.6 Supporting Information

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

Since 1991, WTJR has been leasing the 16.53 mile rail line ("Rail Line") owned by Union Pacific Railroad Company ("UP"). The Rail Line extends from Milepost 0.99, in Wichita Falls, TX, to Milepost 17.54, at the Texas-Oklahoma State line near Burkburnett, TX.

Applicant's representative is:

Karl Morell
440 1st Street, N.W.
Suite 440

Washington, D.C. 20001

(a)(1)(ii) Consummation Date

WTJR expects to consummate the proposed lease renewal on or shortly after the effective date of this Notice of Exemption.

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

The purpose of the proposed transaction is to renew the Lease Agreement which was authorized by the Board's predecessor.

(a)(5) List of States

The Rail Line is located in Texas. All of the rail lines operated by WTJR are located in Texas and Oklahoma.

(a)(6) Map

A map of the Rail Line is attached as Exhibit 1.

(a)(7)(ii) Agreement

WTJR and UP have signed the Renewal of the Lease Agreement. See Exhibit 2.

LABOR PROTECTION

WTJR is agreeable to the imposition of the conditions imposed in *Mendocino Coast Ry., Inc. – Lease and Operate*, 354 I.C.C. 732 (1978) and 360 I.C.C. 653 (1980).

INTERCHANGE COMMITMENTS

The Renewal of Lease Agreement does not contain a provision that would limit future interchange with a third-party connecting carrier.

ENVIRONMENTAL AND HISTORIC IMPACTS

WTJR is renewing its lease of the Rail Line for the purpose of continued rail operations. Further Board approval is required for WTJR to discontinue any service, and there are no plans to dispose of or alter properties subject to Board jurisdiction that are 50 years old or older. Hence, this Notice of Exemption does not require an historic report under 49 C.F.R. 1105.8(b)(1).

WTJR's lease renewal will not result in significant changes in carrier operations. There will not be a diversion of: (1) more than 1,000 rail carloads a year to motor carriage; or (2) an average of 50 carloads per mile per year for any part of the Rail Line to motor carriage. This transaction will not result in: (1) an increase in rail traffic of at least 100 percent or an increase of at least eight trains a day on any segment of the Rail Line; (2) an increase of rail yard activity of at least 100 percent; or (3) an average increase in truck traffic of more than 10 percent of the average daily traffic or 50 vehicles a day. The thresholds in 49 C.F.R. 1105.7(e)(5)(ii) will also not be exceeded as a result of this transaction. Finally, this transaction does not contemplate the transportation of any ozone depleting material. Therefore, no environmental documentation is required under 49 C.F.R. 1105.6(c)(2).

This action will not significantly affect the quality of the human environment or energy conservation.

Respectfully submitted,

A handwritten signature in cursive script that reads "Karl Morell". The signature is written in black ink and is positioned above a horizontal line.

KARL MORELL
440 1ST Street, N.W., Suite 440
Washington, D.C. 20001
(202) 595-9045

Attorney for WICHITA, TILLMAN &
JACKSON RAILWAY COMPANY

Dated: January 8, 2026

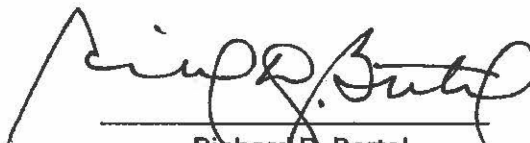
VERIFICATION

STATE OF TEXAS)

) ss.

COUNTY OF TARRANT)

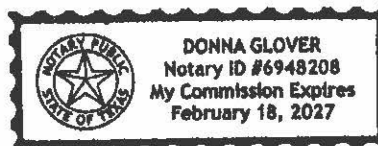
I, Richard D. Bertel, being duly sworn depose and state that I am President of the Wichita, Tillman & Jackson Railway Company, that I am authorized to make this verification, and that I have read the foregoing Notice of Exemption and know the facts asserted therein are true and accurate as stated to the best of my knowledge, information, and belief.


Richard D. Bertel

SUBSCRIBED AND SWORN TO before me this 5th day of January, 2026, in the County of Tarrant, State of Texas

My Commission Expires: 2-18-2027





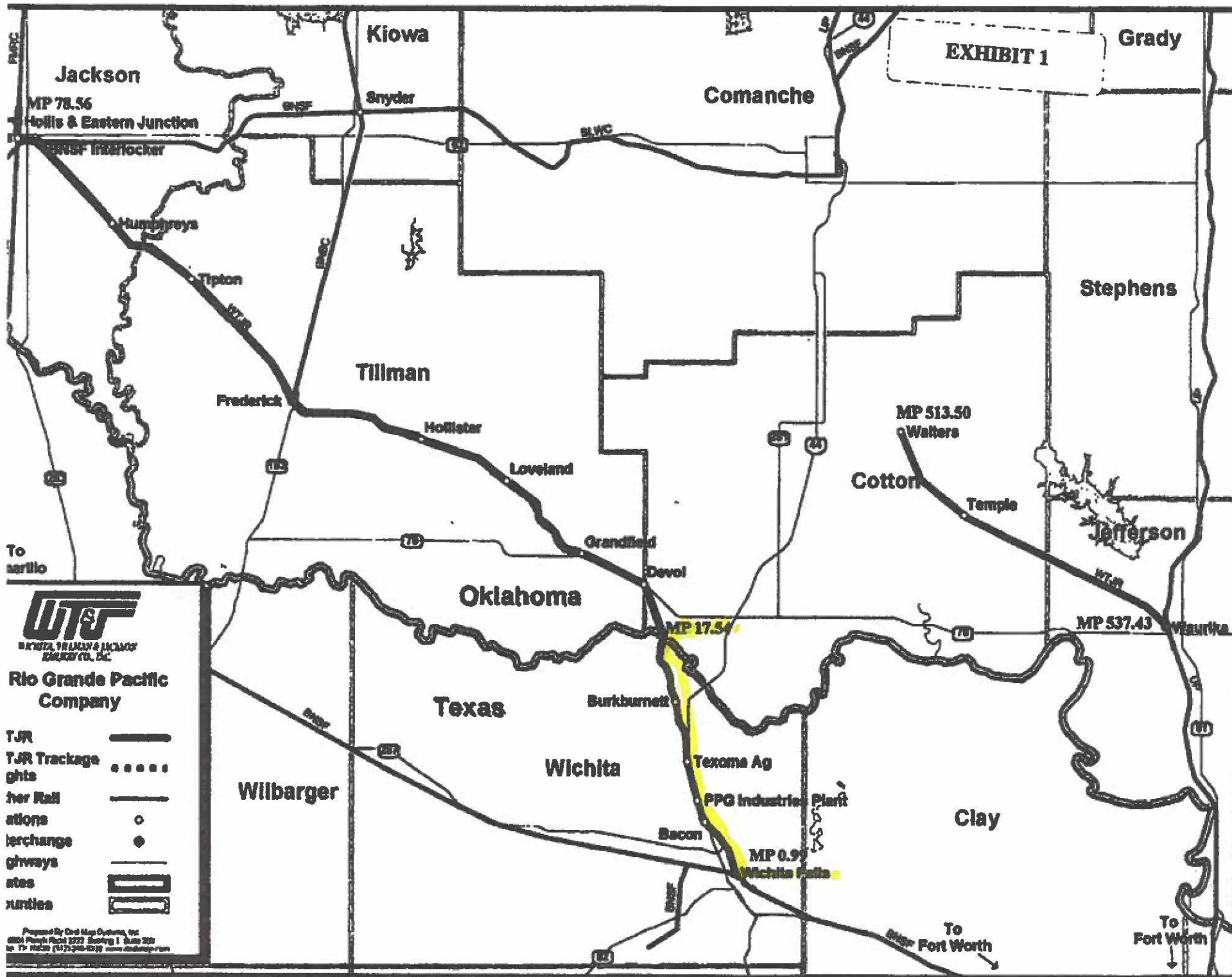


Exhibit 2

**FIRST AMENDMENT
TO THE LEASE AGREEMENT
BETWEEN
UNION PACIFIC RAILROAD COMPANY
AND
WICHITA, TILLMAN AND JACKSON RAILWAY COMPANY**

THIS FIRST AMENDMENT (this “**First Amendment**”), is made and entered into as of the 11th day of December 2025, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (“**UP**” or “**Lessor**”), and WICHITA, TILLMAN AND JACKSON RAILWAY COMPANY, an Oklahoma Corporation (“**WTJR**” or “**Lessee**”), and collectively called the “**Parties**”.

RECITALS:

WHEREAS, the Parties entered into an agreement dated December 11, 2015, whereby WTJR leased from UP a certain line of railroad known as the Western Branch from milepost 0.99 at Wichita Falls, TX to milepost 17.54 at the south end of the Red River Bridge (the “Lease Agreement”); and

WHEREAS, pursuant to Section 2.04 of the Lease Agreement, WTJR has the option to extend the Lease Agreement for an extended term of ten (10) years; and

WHEREAS, UP agrees to WTJR's election to extend the Lease Agreement.

NOW, THEREFORE, in consideration of the terms and conditions of this First Amendment, the Parties agree as follows:

SECTION 1. TERM.

Pursuant to Section 2.04 of the Lease Agreement, the Parties agree to extend the Lease Agreement for a period of ten (10) additional years, through December 11, 2035.

SECTION 2. MISCELLANEOUS.

To the extent that a provision or provisions of the Lease Agreement conflicts with a provision or provisions of this First Amendment, the provision or provisions of this First Amendment shall take precedence and control.

Except as modified by this First Amendment, the remaining terms, covenants, provisions, and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the day
and year first herein written.

UNION PACIFIC RAILROAD COMPANY

**WICHITA, TILLMAN AND JACKSON
RAILWAY COMPANY**

By: Dan McLaughlin

Name: Dan McLaughlin

Title: AVP - M&S Operations

Date: 1/5/2026

By: Robert - Bird

Name: Robert Bach

Title: President

Date: 12/29/2025