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BEFORE THE
SURFACE TRANSPORTATION BOARD

ENTERED
Office of Chief Counsel
February 18, 2026
Part of
Public Record

STB FINANCE DOCKET NO. 36903

WICHITA, TILLMAN & JACKSON RAILWAY COMPANY
--RENEWAL OF LEASE AGREEMENT CONTAINING
INTERCHANGE COMMITMENT--
UNION PACIFIC RAILROAD COMPANY

REVISED NOTICE

Karl Morell
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Attorney for
Wichita, Tillman & Jackson Railway
Company

Dated: February 9, 2026

On January 9, 2026, Wichita, Tillman & Jackson Railway Company ("WTJR") filed a Notice of Exemption, pursuant to 49 C.F.R. 1180.2(d)(4), to permit WTJR to renew its lease of a rail line ("January 9th Filing"). 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. The rail line is located between Milepost 0.99, in Wichita Falls, Texas and Milepost 17.54, at the Texas-Oklahoma state line near Burkburnett, Texas (the Rail Line). The Rail Line is approximately 16.55 miles in length and not 16.53 miles as erroneously stated in the January 9th Filing. The 1991 Agreement was between WTJR and Missouri Pacific Railroad Company and subsequently Union Pacific Railroad Company ("UP") and contained an interchange commitment ("1991 Lease Agreement").

On December 10, 2010, WTJR filed a Notice of Exemption seeking a renewal of the 1991 Lease Agreement. On December 13, 2010, WTJR filed a Renewal of Lease Agreement which WTJR had signed and forwarded to UP. In its Notice of Exemption, WTJR pointed out that the Renewal of Lease Agreement will not contain a provision that would limit future interchange with a third-party connecting carrier.

By decision served December 23, 2010, the Board authorized the renewal of the 1991 Lease Agreement. See Finance Docket No. 35452, *Wichita, Tillman & Jackson Railway Company – Lease Renewal Exemption – Union Pacific Railroad Company*, (STB served Dec. 23, 2010).

On February 17, 2016, WTJR filed a Notice of Exemption seeking to lease the Rail Line. WTJR pointed out that the new lease agreement ("December 2015 Agreement") contains an interchange commitment that affects the interchange point at Wichita Falls and WTJR provided the information required by 49 C.F.R. 1150.43(h).

By decision served January 28, 2026, the Board directed WTJR to file a revised notice or supplement in this proceeding.

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 16.55 mile Rail Line owned by 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
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(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 extend the term of the December 2015 Agreement by ten years.

(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 First Amendment to the December 2015 Agreement which extends the term of the December 2015 Agreement by ten years. 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

WTJR certifies that the December 2015 Agreement contains an interchange

commitment. WTJR is providing the additional information regarding the interchange commitment.

(A) The December 2015 Agreement contains an interchange commitment. The affected interchange point is Wichita Falls, Texas.

(B) The December 2015 Agreement is being filed with the Board under 49 C.F.R. 1104.14(a).

(C) Vitro Flat Glass LLC, Helena Chemical, Producers Co-op Oil Mill, Cassidy Grain, Bell Processing, Stockmans Milling, and Tipton Co-Op.

(D) Information being filed under 49 C.F.R. 1104.14(a).

(E) WTJR hereby certifies that WTJR has provided notice of the proposed Transaction and interchange commitment to the shippers identified in paragraph (C).

(F) BNSF Railway Company at Wichita Falls, Texas.

(G) Information being filed under 49 C.F.R. 1104.14(a).

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,

/S/ Karl Morell

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

Attorney for WICHITA, TILLMAN &
JACKSON RAILWAY COMPANY

Dated: February 9, 2026

VERIFICATION

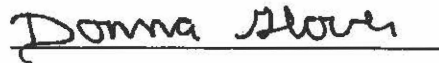
STATE OF TEXAS)
)
COUNTY OF TARRANT) ss.

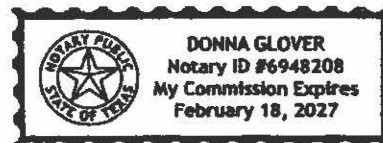
I, Robert L. Bach, being duly sworn depose and state that I am Vice President of the Wichita, Tillman & Jackson Railway Company, that I am authorized to make this verification, and that I have read the foregoing Notice of Exemption and know the facts asserted therein are true and accurate as stated to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


Robert L. Bach

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

My Commission Expires: 2-18-2027





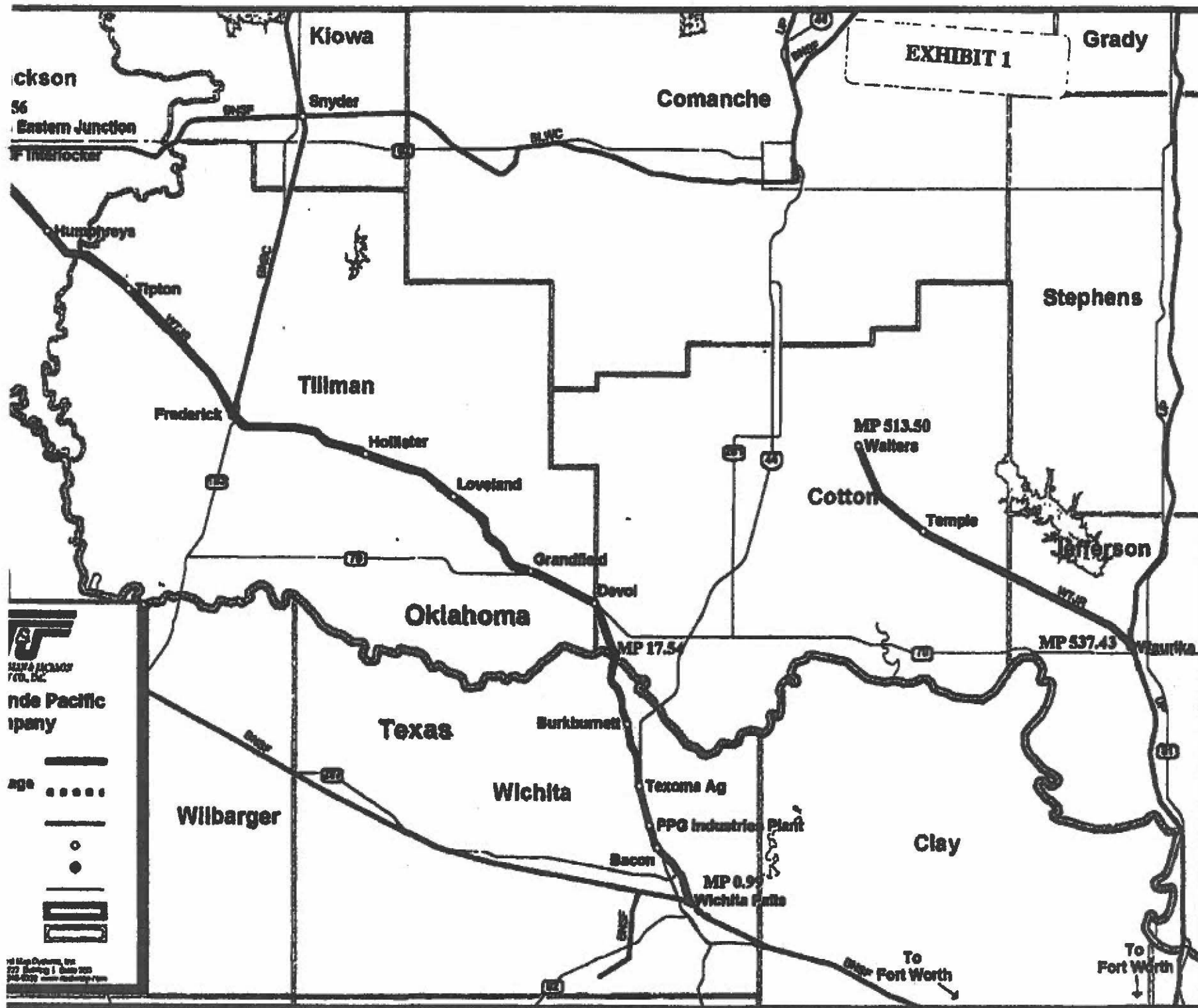


Exhibit 2

**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

By: R. J. [unclear] - [unclear]

Name: Dan McLaughlin

Name: Robert Bach

Title: AVP - M&S Operations

Title: President

Date: 1/5/2026

Date: 12/29/2025