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UP/SP-420

BEFORE THE
SURFACE TRANSPORTATION BOARD

243882

Finance Docket No. 32760

ENTERED
Office of Proceedings
JUNE 30, 2017
Part of
Public Record

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY
AND MISSOURI PACIFIC RAILROAD COMPANY
—CONTROL AND MERGER—
SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC
TRANSPORTATION COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY, SPCSL CORP. AND THE DENVER AND
RIO GRANDE WESTERN RAILROAD COMPANY

**UNION PACIFIC’S REPLY
TO MRIP’S PETITION FOR LEAVE TO FILE REBUTTAL STATEMENT**

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June 30, 2017

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VERIFIED STATEMENTS

Reply Verified Statement of Ken Lueckenhoff

EXHIBITS

Exhibit 1: Mission Rail Park webpage

Exhibit 2: Southern Pacific track chart showing Sasnamco station

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**UNION PACIFIC’S REPLY
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The Board should deny the petition filed by Mission Rail Industrial Park, LLC (“MRIP”) for leave to file the rebuttal verified statement of Richard Kinsel (“Kinsel Reb. VS”). “A reply to a reply is not permitted.” 49 C.F.R. § 1104.13(c). No good cause for an exception exists here. Despite MRIP’s claims, Kinsel does not identify any inaccurate or misleading facts in Union Pacific’s reply. Instead, Kinsel’s statement contains a few new claims and arguments that are irrelevant or just plain wrong, and it repeats arguments made in his initial statement.

Even so, and significantly, Kinsel does not dispute Union Pacific’s evidence that Mission Rail Park (the “Park”) is located outside Elmendorf’s switching limits and is not on a Trackage Rights Line. He also confirms Union Pacific never told MRIP that BNSF Railway (“BNSF”) could access the Park.

Had MRIP followed the rules and presented all its claims and arguments on opening, Union Pacific could have addressed them in our initial reply. Accordingly, if the Board grants the petition, it should also consider the reply arguments and evidence we present below.

I. The Park is not at Elmendorf

Union Pacific's reply evidence shows the Park is located outside Elmendorf's switching limits and is not on a Trackage Rights Line. *See* Union Pacific Reply at 9-10, 16-19; Reply Verified Statement of Chris Sanford ("Sanford RVS") at 3-4; Reply Verified Statement of Steven L. Bybee ("Bybee RVS") at 2-3.

Kinsel does not dispute these dispositive points. He tries to create the appearance of a dispute by claiming Union Pacific's Purcell station is an artificial creation because there is no town of Purcell, Texas. *See* Kinsel Reb. VS at 1-2. However, his claim is a red herring. Neither station names nor municipal boundaries have any bearing on BNSF's right to serve the Park.

Even if BNSF access did turn on whether the Park is located in Elmendorf or outside the city, MRIP's own website would doom its claim. It says the Park's address is "9377 County Rd 128, Floresville, Texas." *See* Ex. 1.¹ Floresville is not Elmendorf.² In addition, MRIP's website says "Mission Rail Park is located in Wilson County which has considerably easier permitting than other properties in nearby Bexar County." *See* Ex. 1. However, Elmendorf is in Bexar County.³ If the Park is located in Wilson County, it is not in Elmendorf.

¹ Exhibit 1 is a printed version of a page from MRIP's website.

² *See* City of Floresville official website, <http://www.floresvilletx.gov/> (last visited June 29, 2017) ("Welcome to Floresville! Our city has a long history of being a wonderful place to visit and live."). Google Maps confirms the address on MRIP's website corresponds to the Park's physical location.

³ *See* City of Elmendorf official website, <https://www.elmendorf-tx.com> (last visited June 29, 2017) ("The City of Elmendorf is a small community in the southeast corner of Bexar County, Texas.").

Furthermore, Purcell station is not an artificial creation. Southern Pacific had a station at essentially the same location. It called the station Saspamco. *See* Ex. 2.⁴ Union Pacific's station names often correspond to the names of towns or cities, but that is not always the case. (As just a few examples, Union Pacific also has stations in Texas named Browder, Dawes, Eagle Ford, and Fauna, even though those are not the names of towns or cities. Dawes, Eagle Ford, and Fauna are also listed as stations on BNSF.) When Union Pacific reestablished service over the right-of-way on which Southern Pacific previously operated, rather than call the station Saspamco, we renamed the station Purcell to recognize a retired employee.⁵

Although the designation of Purcell as a station separate from Elmendorf does not affect BNSF's right to access the Park, it had significance beyond honoring Mr. Purcell: it was done to benefit the Park's developers. As we explained on reply, Union Pacific planned to compensate the developers for constructing the Line by paying a refund for each loaded railcar moving from or to the Line over the course of three years, subject to a cap on the total amount. *See* Reply Verified Statement of Eric O. Watkins ("Watkins RVS") at 2-3. As Ken Lueckenhoff further explains in the verified statement accompanying this reply, Union Pacific created Purcell to help ensure the developers would get a refund credit if any other shippers located facilities along the

⁴ Exhibit 2 is a page from Southern Pacific's 1994 track charts. The station name Saspamco was apparently derived from the name of a former shipper in the area, the San Antonio Sewer Pipe Manufacturing Company.

⁵ Kinsel implies a Union Pacific witness, Steven Bybee, tried to mislead the Board by falsely claiming Union Pacific "sought authority to serve Purcell." Kinsel Reb. VS at 2. Kinsel owes Bybee an apology. Bybee never claimed Union Pacific sought authority to serve any specific station on the Line. He simply and correctly stated: "Union Pacific began serving shippers in the Park after obtaining an exemption to operate as a common carrier between Elmendorf and Purcell over the Line." Bybee RVS at 1.

Kinsel's failed attempt to impugn Bybee's credibility is especially puzzling because the Board's rules did not require Union Pacific to identify the stations served by the Line when seeking an exemption to operate the Line. *See* 49 C.F.R. § 1150.31.

Line—such traffic would be clearly identified as moving to or from Purcell, not Elmendorf. *See* Lueckenhoff RVS at 1-2. Lueckenhoff never told Kinsel or anyone else that designating the Park’s station as Purcell had any connection to BNSF’s right to access the Park. *See id.* at 2.

II. The Park and shippers using the Park benefit from the conditions imposed on the UP/SP merger, even without access to BNSF.

BNSF’s right to serve the Park does not depend on whether shippers using the Park benefit from the UP/SP merger conditions. Nonetheless, in response to MRIP’s complaints, Union Pacific showed on reply that shippers using the Park receive the same Union Pacific rates and service as shippers at nearby facilities to which BNSF has gained access under the merger conditions. *See* Union Pacific Reply at 25; Reply Verified Statement of Jacqueline Bendon (“Bendon RVS”) at 2-3; Bybee RVS at 4-5.

Kinsel does not dispute these points. Instead, he repeats and elaborates on his prior claim that Union Pacific set frac sand rates too high in 2016, lost business to BNSF, then responded by reducing rates in 2017. *See* Kinsel Reb. VS at 3-7; *see also* Kinsel VS at 9-10. However, even assuming Kinsel’s claims are correct for the sake of argument,⁶ they *confirm* the presence of merger-driven, market-based competition: BNSF could offer lower rates because it obtained access to nearby facilities, including Alamo, through the new facilities condition, and Union Pacific was forced to respond, which benefits shippers using the Park. Indeed, although Kinsel tries to embellish his story by suggesting Union Pacific was slow to respond to market signals, his primary source of rate information, a report dated June 20, 2016, describes Union Pacific’s

⁶ Union Pacific does not know what rates BNSF offers frac sand customers. Regardless, this is not the place to discuss pricing strategy because BNSF’s right to access the Park does not depend on the pricing strategy of either railroad.

{{ }} See

Kinsel Reb. VS, Ex. 5 at 6.

Kinsel also repeats and elaborates on his prior claim that frac sand shipments to Twin Eagle dropped from 2015 to 2016. See Kinsel Reb. VS 3-5; see also Kinsel VS at 9-10. Kinsel tries to bolster his claim using new, unsubstantiated data and a narrow market definition (based on an unsupported and arbitrary assumption of a 50-mile limit to transload operations).⁷ He says the narrow market declined by 24% from 2015 to 2016. However, even accepting Kinsel’s flawed market definition and unsubstantiated volume data for the sake of argument, his result does not undermine the point we made on reply: the {{ }} reduction in frac sand shipments to Twin Eagle—from {{ }} in 2015 to {{ }} in 2016—was roughly in line with the overall reduction of frac sand shipments over the same period. See Union Pacific Reply, Bendon RVS at 3. Moreover, we have no idea how Kinsel can claim the frac sand handled by Twin Eagle “fell by 71%” (Kinsel Reb. VS at 5), when our data show a reduction of {{ }}. Kinsel’s market-share calculations are also bogus: even accepting his flawed market definition and unsubstantiated volume data, Twin Eagle’s market share fell only slightly, from {{ }} in 2015 to {{ }} in 2016.⁸

Kinsel also raises an entirely new service-related complaint in his rebuttal statement. He says some frac sand mines are located at origins served solely by BNSF, so the lack of BNSF service to the Park reduces “the number of mines that can ship frac sand to the Park and its customers.” Kinsel Reb. VS at 7. Kinsel is wrong. If BNSF cannot serve the destination and Union Pacific cannot serve the origin, the railroads are required to establish a through route. See

⁷ Union Pacific requested a copy of Kinsel’s workpapers but has not received them.

⁸ {{ }}

49 U.S.C. § 10703. BNSF has no more right to access the Park than Union Pacific has to access the origin mines served exclusively by BNSF.

Kinsel also makes the baseless assertion that Union Pacific's \$16.4 million investment in a yard within the Park "has little if any relevance to its service at the Park." Once again, Kinsel is simply wrong. *See* Union Pacific Reply at 25; Bendon RVS at 3; Bybee RVS at 3-4.

III. Union Pacific never represented that BNSF would have access to the Park.

Kinsel's statement confirms that "Union Pacific never agreed to permit BNSF access" to the Park. Kinsel Reb. VS at 8. Kinsel now says the access issue was actually discussed with Union Pacific, but that claim only reinforces Kinsel's admission that Union Pacific did not mislead MRIP.

In fact, as Lueckenhoff explains, Union Pacific made clear to the Park's original developer, ST One Logistics, that BNSF would not have access to the contemplated facility. He does not recall any discussion in which Kinsel or others at FRAC Resources LLC or MRIP requested BNSF access. *See* Lueckenhoff RVS at 2.⁹

In light of Kinsel's admission, his attempt to impugn the credibility of Eric Watkins, one of Union Pacific's witnesses, is inexplicable. Referring to construction of the Line, Watkins said he never dealt with Kinsel "[d]uring the planning of the project." Watkins RVS at 3. Kinsel claims he recalls meeting Watkins and others on at least one occasion to discuss "construction of the Union Pacific's yard within the Park." Kinsel Reb. VS at 8. The statements are consistent. Watkins was not addressing the separate Union Pacific yard project (which is on property

⁹ As we observed on reply, Kinsel initially did not claim he spoke with anyone at Union Pacific about BNSF access to the Park. *See* Union Pacific Reply at 24. Kinsel still seems to be carefully avoiding any claim he personally spoke with anyone at Union Pacific about BNSF access to the Park. However, in light of Kinsel's admission that Union Pacific did not mislead MRIP, there is no need to burden the record with additional witness statements addressing Union Pacific's communications, or the lack thereof, with Kinsel.

acquired from the Park). Indeed, Kinsel does not even claim the meeting had anything to do with BNSF access to the Park. Thus, Kinsel's claim neither advances MRIP's arguments nor undermines any of the arguments and evidence presented by Union Pacific.

Kinsel also vainly attempts to attack Watkins' credibility by repeating MRIP's earlier argument that Union Pacific somehow acted deceptively by restructuring its payment to MRIP for the Line. *See* Kinsel Reb. VS at 9-10; *see also* Kinsel VS at 5-6. However, as Union Pacific explained on reply, the mere timing of payments made no difference to BNSF's and MRIP's access claims—what matters is that the parties always intended *Union Pacific would own the Line*. *See* Union Pacific Reply at 24; Watkins RVS at 2-3. Kinsel does not dispute this point. Thus, his attack again misses the mark.

Kinsel also concedes MRIP never asked Union Pacific about the meaning of the boilerplate language in the Industry Track Agreement on which MRIP now asserts it relied. *See* Kinsel Reb. VS at 9. Kinsel claims the language does not appear in the most recent drafts of an Industry Track Agreement that Union Pacific has sent to MRIP—apparently trying to imply some sort of nefarious conduct by Union Pacific. *See id.* But Kinsel simply has his facts wrong. The exact same language appears in Section 21 of the most recent draft, which is dated October 14, 2015. Union Pacific forwarded the draft to MRIP on October 14, 2015, and again on January 31, 2017. The most recent transmittal email and draft are attached hereto as Exhibit 3.

Remarkably, Kinsel also claims MRIP was misled by BNSF's alleged expression of interest in "purchasing the real estate that comprises the park." Kinsel Reb. VS at 8-9. However, MRIP's misplaced reliance on the alleged actions of BNSF does not constitute misrepresentation by Union Pacific, let alone support a decision to grant relief against Union Pacific.

IV. Union Pacific correctly described the nature and use of the Line.

Finally, Kinsel claims it is “questionable” whether “Union Pacific needed operating authority from the Board to operate over the [L]ine.” *See id.* at 10. He repeats arguments BNSF and MRIP made on opening regarding Union Pacific’s belief that no authority was required to construct the Line. *See id.* We fully addressed those arguments in our reply, which showed that Board precedent recognizes the jurisdictional status of track can change based on changes in intent and use. *See Union Pacific Reply* at 15 n.22.

As we also explained in detail on reply, the Line is currently a § 10901 line of railroad because its use and physical characteristics make it one by operation of law. *See id.* at 11-15. In fact, Kinsel confirms that many of the key indicia of a § 10901 line of railroad are features of the Line. He confirms that Union Pacific performs no switching or other terminal activities on the Line. *See Kinsel Reb. VS* at 11. He also confirms the Line is within a Union Pacific right-of-way, over which Southern Pacific previously operated mainline track. *See id.* He confirms the Line is constructed with 135-pound continuous welded rail characteristic of mainline track. *See id.* He also confirms the Line is part of Union Pacific’s route for providing continuous transportation to shippers using the Park. *See id.* at 12. Tellingly, Kinsel does not identify a *single* misstatement in Union Pacific’s showing that the Line is a § 10901 line of railroad.

V. Conclusion

The Board should deny MRIP’s petition for leave to file a rebuttal statement. If MRIP’s petition for leave is granted, however, the Board should also accept this reply argument and evidence. In any case, the Board should deny the petition for enforcement.

Respectfully submitted,

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June 30, 2017

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of June, 2017, I caused a copy of the foregoing document to be served by first-class mail, postage prepaid, or a more expeditious manner of delivery on the following counsel of record in Finance Docket No. 32760:

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/s/ Michael L. Rosenthal

REPLY VERIFIED STATEMENT

OF

KEN LUECKENHOFF

My name is Ken Lueckenhoff. Until I retired last year, I was Regional Manager Industrial Development for Union Pacific Railroad Company. I began my career with Missouri Pacific Railroad Company more than 38 years ago. I worked for Missouri Pacific until that railroad merged with Union Pacific. I worked in Industrial Development for Union Pacific from 1987 until my recent retirement.

I was closely involved with the development project that led to the creation of Mission Rail Park (the “Park”). I am submitting this statement to address three issues that I understand have been raised in a statement by Richard Kinsel on behalf of Mission Rail Industrial Park, LLC (“MRIP”).

First, neither I nor others at Union Pacific had any substantial contact with Mr. Kinsel during the development of the Park. The Park’s original developer was an entity called ST One Logistics (“ST One”), and we dealt with Terry Warth and Scott Hudson. FRAC Resources LLP (“FRAC Resources”) later entered the picture, and from that point on we dealt primarily with a person named John Vossler.

Second, Union Pacific did not create the rail station called Purcell to keep BNSF Railway (“BNSF”) from accessing the Park. We initially planned to reimburse ST One (and later FRAC Resources) for constructing the extension of our main line to the Park (the “Line”) by paying a refund for loaded railcars moving from or to the Line. We created the station Purcell to help ensure that the developers would get a refund credit if any other shippers located facilities along

the Line. Any such shippers would also be assigned to the station Purcell to create a clear record that refund-eligible traffic was moving to or from a location on the Line, not our existing track in Elmendorf. At that point in the negotiations, Union Pacific believed the developers deserved credit if other shippers located new facilities on the extension of our mainline between Elmendorf and the Park, because the developers were initially going to lay out the money for the construction. We chose the station name Purcell to recognize a Union Pacific employee who was about to retire. I do not recall ever discussing the issue with Mr. Kinsel, but I never would have told him or anyone else anything different.

Third, very early in the development process, I made clear in discussions with Messrs. Warth and Hudson that BNSF would *not* have the right to serve the property they were trying to develop. I do not recall any having discussions about BNSF access with Mr. Kinsel or anyone else at FRAC Resources or MRIP. If they had asked, I would have told them the same thing I told Messrs. Warth and Hudson.

VERIFICATION

I, Ken Lueckenhoff, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this Reply Verified Statement.

Executed on June 30, 2017.

/s/ Ken Lueckenhoff

Address: 9377 County Rd 128, Floresville, TX 78114 | Phone: (713) 882-7080



Home

The Property

Brochure

News

Availability

Location

Contact Us

Gallery

The Property

At a glance:

Mission Rail Park is over 1,003 acres of prime commercial property just south of San Antonio in Wilson/Bexar. This new facility will be the largest industrial rail park ever constructed in the San Antonio area. This property is located within 40 miles of the highest producing Eagle Ford wells.

- Ideal for heavy industrial given the sheer size of the property and its proximity to residential and commercial facilities.
- Ideal unloading terminal for ethenol, corn syrup and other bulk commodities due to its proximity to San Antonio.

The lead developer of Mission Rail Park is [Frontier Logistics](#), which has managed and operated a number of rail developments with great success.

Mission Park offers Multi-daily unit train capacity and will be services by Union Pacific. We are easily accessible to major highways by 1604, 181, IH-10, IH-35, IH-37 respectively.

Other features:

- Hazmat loading and unloading capabilities
- Crude storage & transloading sites available
- Frac Sand & other commodity storage & trans loading
- Park operations managed by Frontier Logistics
- Warehouse sites available for development
- Tenant construction available to commence immediately.
- It's outside of San Antonio's extra territorial jurisdiction (ETJ)

Bexar vs Wilson County:

Mission Rail Park is located in Wilson County which has considerably easier permitting than other properties in nearby Bexar County.

- Wilson County is very easy property to permit and develop as aposed to Bexar county
- Mission Rail Park resides in Wilson County
- Permitting for any type of building, including environmental.
- Bexar County properties require 25% trees on each development. This requires site owners to ei her plant or retain existing trees, restricting their flexibility to develop their property. Mission Rail Park has no such regulations.

Purchasing Options

Lots can be purchased or leased and are available to suit. Owner financing available.

> [Click here for additional information](#)

Contact Us

Get In Touch



About Mission Rail Park

Mission Rail Park is located in Wilson County which has considerably easier permitting than other properties in nearby Bexar County. Wilson County offers permitting for any type of building, including environmental. Mission Park offers Multi-daily unit train capacity and will be serviced by Union Pacific.

Resources

- [Mission Rail Park Home](#)
- [The Property](#)
- [Brochure](#)
- [News](#)
- [Availability](#)

Project Partners

- [Twin Eagle](#)
- [Frontier Logistics](#)
- [Ruckit](#)



Phone: (713) 882-7080

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SYMBOLS AND ABBREVIATIONS



Communications Pole Line



Underground Signal Cable



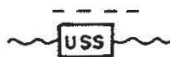
Solar Panels

Speed sign- Passenger and Freight (Ord.*)
Eastern District only.

City Ordinance speed restrictions are applicable
approaching first public crossing and until engine has
covered last public crossing within corporate limits.

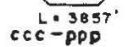


Yard limit



Santa Fe Pacific Pipeline Partners, L.P. on S.P.T. Co. Right of Way

Fibre Optics Cable- Phone(800) 5120579(24 Hr.)
Spring switches



Length of siding between fouling points in feet.
Cribbling-Poles Driven

RAIL

S.H. Secondhand Rail

CWR Continuous Welded Rail

W Welded Rail 78' new or 72' secondhand

C.M. Curve Master Rail 39' long

J.M. Inter Manganese Rail 39' long

F.H. Flame Hardened Rail

..... Rail Ground



FILTER FABRIC

DETECTORS



..... Hot Box



..... Dragging Equipment



..... Wide Load



..... High Water

Note: The following abbreviations and symbols will be
made commencing Jan. 1976:

78'HS, 78', 72' replaced by 'W'

HS, HSR replaced by 'CWR'

===== replaced by

RULING GRADES- PERCENT

MAXIMUM SPEED RESTRICTIONS (miles per hour)

PASSENGER AND FREIGHT -EASTWARD and

WESTWARD OR WESTWARD ONLY

CURVATURE

Year laid

RAIL:

Weight

DATE: Retied and type of ballast

WESTWARD

EASTWARD
AND
SINGLE

RAIL:

Year laid

Weight

DATE: Retied and type of ballast

CURVATURE

MAXIMUM SPEED RESTRICTIONS(miles per hour)

PASSENGER AND FREIGHT-EASTWARD ONLY

MAXIMUM GRADE-PERCENT EASTWARD AND WESTWARD

ROADMASTER AND ROADMASTER'S DISTRICT

Centralized Traffic Control

REVISED TO: JAN

R.

DIVISION, BOOF

MAXIMUM GRADE

SPEED (East or West)

LINE NAME

ALT. DATA LINE

PRIM DATA LINE

SYMBOL LINE

SYMBOL LINE

YEAR LAID

WEIGHT OF RAIL

TIES YEAR LAID & TYPE OF BALLAST

FILTER FABRIC

CURVES:
Left - Above

Right - Below

Spirals -
Length of
Curve

SPEED (Eastward only)

MAXIMUM GRADE

ROADMASTER & DISTRICT

CENTRALIZED TRAFFIC CONTROL

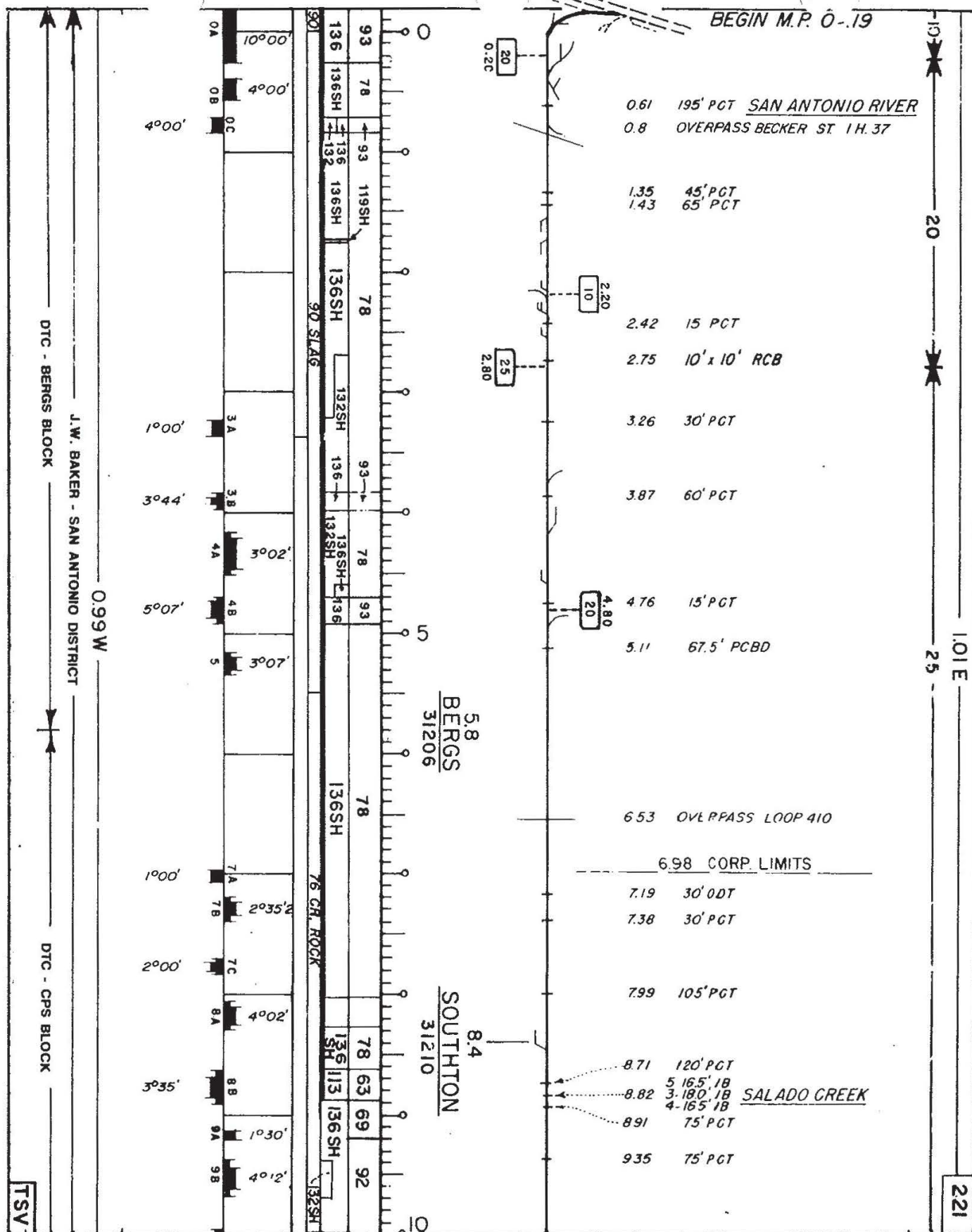
M.P.
STATION NAME

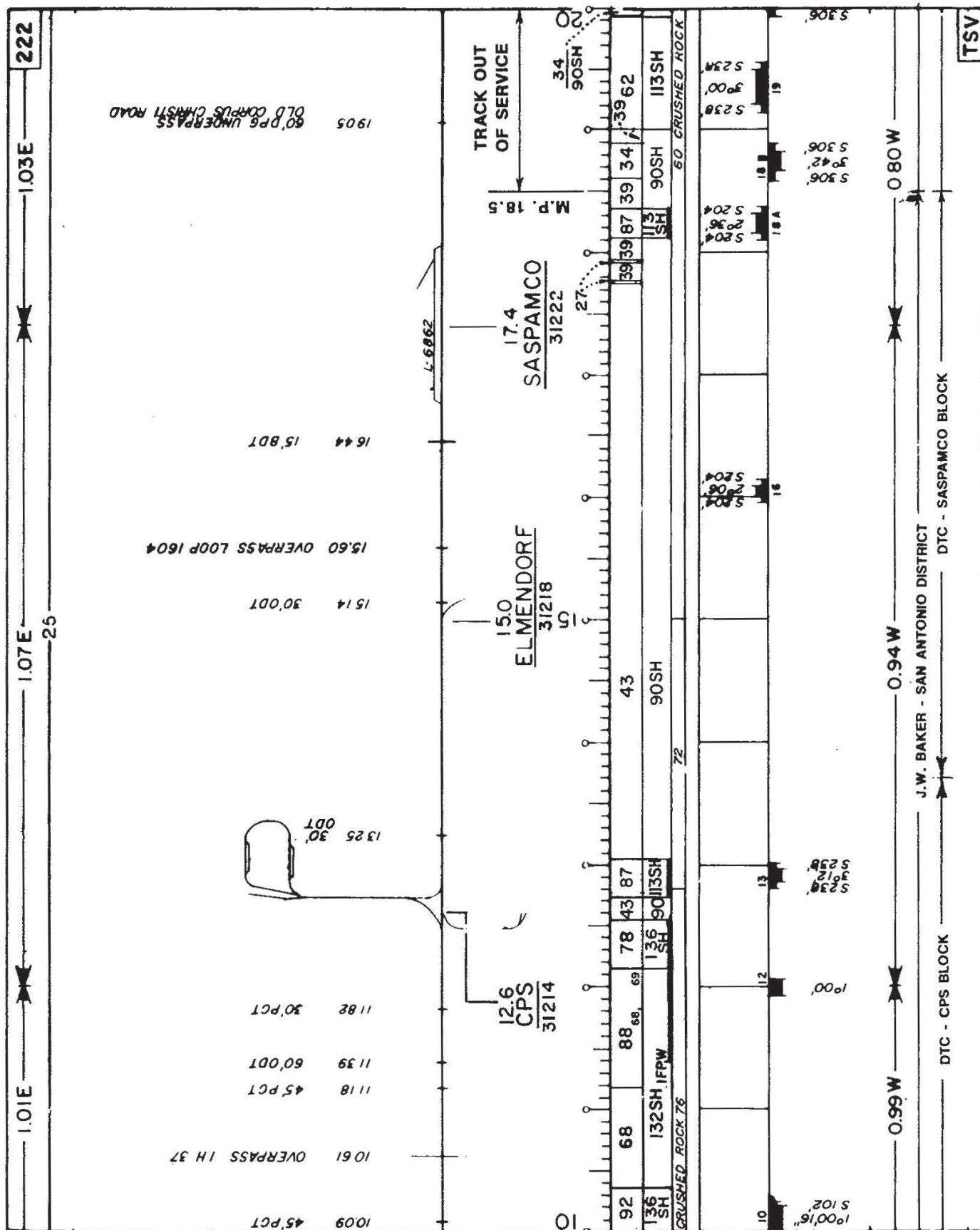
STATION
CODE NO.

Y ☐

☐

4-4-80 C.F. 38568 Sh 3





ANUARY 1, 1994

REVIS

EXHIBIT 3: PROPOSED DRAFT OF REVISED ITA

REDACTED