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ENTERED
Office of Proceedings
April 17, 2023
Part of
Public Record

April 17, 2023

VIA E-FILING

Cynthia T. Brown
Chief, Section of Administration
Surface Transportation Board
Office of Proceedings
395 E Street, SW
Washington, DC 20423

**Re: STB Docket No. FD 36693, BNSF Railway Company—Trackage
Rights Exemption—Montana Rail Link, Inc.**

Dear Ms. Brown:

Enclosed for e-filing in the above-referenced proceeding is a highly confidential version of BNSF Railway Company's Notice of Exemption under 49 C.F.R. § 1180.2(d)(7), to be filed under seal. We are concurrently filing a Motion for Protective Order, along with a public version of the Notice of Exemption with appropriate redactions that the Board can place in its docket.

The filing fee of \$1,400 was paid using pay.gov. Please contact me with any questions.

Respectfully submitted,

A handwritten signature in dark ink that reads "Sally Mordi".

Sally Mordi
Attorney for BNSF Railway Company

Enclosures

FEE RECEIVED
April 17, 2023
Surface
Transportation Board

FILED
April 17, 2023
Surface
Transportation Board

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36693

BNSF RAILWAY COMPANY
—TRACKAGE RIGHTS EXEMPTION—
MONTANA RAIL LINK, INC.

VERIFIED NOTICE OF EXEMPTION
Pursuant to 49 C.F.R. § 1180.2(d)(7)

Courtney B. Estes
BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, TX 76131
(817) 352-2383

Peter W. Denton
Sally Mordi
Steptoe & Johnson LLP
1330 Connecticut Ave., NW
Washington, DC 20036
(202) 429-3000

Attorneys for BNSF Railway Company

Dated: April 17, 2023

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36693

BNSF RAILWAY COMPANY
—TRACKAGE RIGHTS EXEMPTION—
MONTANA RAIL LINK, INC.

VERIFIED NOTICE OF EXEMPTION
Pursuant to 49 C.F.R. § 1180.2(d)(7)

BNSF Railway Company (“BNSF”) submits this Notice of Exemption pursuant to the class exemption at 49 C.F.R. § 1180.2(d)(7), for local and overhead trackage rights over approximately 65.7 miles of rail line owned by Montana Rail Link, Inc. (“MRL”) (the “Branch Lines”). The Branch Lines are described in further detail below and depicted in the map attached as Exhibit A.

Under 49 C.F.R. § 1180.2(d)(7), the acquisition, renewal or modification of trackage rights by a rail carrier over the lines owned or operated by any other rail carrier or carriers is exempt if the rights are (i) based on a written agreement, and (ii) not filed or sought in a responsive application in rail consolidation proceedings. The trackage rights covered by this Notice are based on a written agreement between BNSF and MRL, attached as Exhibit B, and are not being sought in a responsive application in a rail consolidation proceeding. Under these circumstances, the Section 1180.2(d)(7) class exemption is applicable.

Pursuant to the Surface Transportation Board’s (“STB” or “Board”) regulations at 49 C.F.R. § 1180.4(g), BNSF submits the following information:

Section 1180.6 Supporting Information

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

The trackage rights agreement grants BNSF local and overhead trackage rights over the Branch Lines. MRL acquired the Branch Lines from Burlington Northern Railroad Company (“BN,” BNSF’s predecessor-in-interest) through two transactions previously exempted in 1987 and 1992 by the Board’s predecessor, the Interstate Commerce Commission (“ICC”).¹ The Branch Lines consist of the following segments of non-contiguous rail lines owned by MRL:

- 1) from Sappington, MT (milepost 0.00) to Harrison, MT (milepost 9.84) (MRL’s “6th Subdivision”);²
- 2) from East Helena, MT (milepost 0.00) to Montana City, MT (milepost 4.86) (MRL’s “13th Subdivision”);³ and
- 3) from Logan, MT (milepost 0.00) to Spire Rock, MT (milepost 51.00) (MRL’s “5th Subdivision”).⁴

¹ See *Mont. Rail Link, Inc.—Exemption Acquisition & Operation—Certain Lines of Burlington N. R.R.*, FD 31089 (ICC served Aug. 24, 1987) (“1987 Transaction”), 52 Fed. Reg. 31,826; *Mont. Rail Link, Inc.—Purchase & Operation Exemption—Line of Burlington N. R.R. Co.*, FD 32140 (ICC served Sept. 28, 1992) (“1992 Transaction”).

² Line segment (1) consists of the same line segment described in the *1987 Transaction* as extending “from Sappington, MT (milepost 0.00) to Harrison, MT (milepost 9.48).” *1987 Transaction*, 52 Fed. Reg. at 31,826.

³ Line segment (2) consists of the same line segment described in the *1987 Transaction* as extending “from Helena, MT (milepost 218.05) to Montana City, MT (milepost 222.76).” *1987 Transaction*, 52 Fed. Reg. at 31,826.

⁴ MRL acquired a portion of line segment (3) in the *1987 Transaction*. The line segment was described in the *1987 Transaction* as extending “from Logan, MT (milepost 0.26) to Whitehall, MT (milepost 39.00).” *1987 Transaction*, 52 Fed. Reg. at 31,826. MRL acquired the remaining portion of line segment (3) in the *1992 Transaction*. The line segment was described in the *1992 Transaction* as extending “between milepost 39.0, at Whitehall, and milepost 51.0, at Spire Rock.” *1992 Transaction*, slip op. at 1.

MRL acquired the Branch Lines from BN in connection with the same transactions that have allowed MRL to lease and operate BNSF's mainline track between Huntley, Montana and Sandpoint, Idaho. In a recent decision, the Board granted an MRL petition for exemption for MRL to discontinue service over those BNSF lines, thereby allowing BNSF to resume operations and maintenance along this corridor.⁵ MRL has agreed to grant BNSF trackage rights over the Branch Lines in order to facilitate that restored BNSF service. While MRL will continue to own the Branch Lines, BNSF has agreed with MRL that BNSF will fulfill any and all common carrier obligations and responsibilities relating to the Branch Lines in connection with BNSF's trackage rights operations. Appropriate Board authority would be requested for any future transactions involving the Branch Lines that would require a Board license.

Name and address of tenant railroad:

BNSF Railway Company
2650 Lou Menk Drive
Fort Worth, Texas 76131

Questions regarding this transaction are to be addressed to BNSF's counsel:

Peter W. Denton
Steptoe & Johnson LLP
1330 Connecticut Ave, NW
Washington, DC 20036
(202) 429-3000

⁵ *Mont. Rail Link, Inc.—Discontinuance of Service Exemption—in Yellowstone, Stillwater, Sweet Grass, Park, Gallatin, Broadwater, Jefferson, Lewis & Clark, Powell, Deer Lodge, Granite, Missoula, Lake, Mineral, & Sanders Counties, Mont.; Bonner & Kootenai Counties, Idaho; & Spokane County, Wash.*, AB 575 (Sub-No. 2X) (STB served Mar. 8, 2023).

(a)(1)(ii) Consummation Date

BNSF intends to consummate the trackage rights on or after the effective date of this Notice of Exemption, and once MRL consummates its discontinuance of operations authorized in Docket No. AB 575 (Sub-No. 2X).

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

The purpose of these trackage rights is to permit BNSF to operate over and provide service to customers located on the Branch Lines, in connection with BNSF's restored operations over BNSF lines currently leased and operated by MRL, once MRL discontinues its operations over those lines pursuant to Board authority granted in Docket No. AB 575 (Sub-No. 2X).

(a)(5) List of States in which the Party's Property is Situated

The involved trackage rights are located in the State of Montana.

(a)(6) Map

A map illustrating the trackage rights is attached as **Exhibit A**.

(a)(7)(ii) Agreement

A redacted public version of the Trackage Rights Agreement is attached as **Exhibit B**. An unredacted version is being submitted under seal pursuant to a concurrently-filed motion for a protective order.

Labor Protection

BNSF is agreeable to the labor protection conditions generally imposed in trackage rights proceedings as found in *Norfolk & W. Ry. Co.—Trackage Rights—Burlington N., Inc.*, 354 I.C.C. 605 (1978), as modified by *Mendocino Coast Ry.*,

Inc.—Lease & Operate—Cal. W. R.R., 360 I.C.C. 653 (1980).

Environmental and Historical Matters

Environmental and historical impacts associated with trackage rights transactions generally are considered to be insignificant. Therefore, an environmental and historical report and documentation normally need not be submitted for this type of transaction, pursuant to 49 C.F.R. §§ 1105.6(c)(3) and 1105.8(b)(3).

Respectfully submitted,



Courtney B. Estes
BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, TX 76131
(817) 352-2383

Peter W. Denton
Sally Mordi
Steptoe & Johnson LLP
1330 Connecticut Ave., NW
Washington, DC 20036
(202) 429-3000

Attorneys for BNSF Railway Company

Dated: April 17, 2023

VERIFICATION

I, SARAH W. BAILIFF, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this Notice of Exemption. Executed on April 12, 2023.

Sarah W. Bailiff
[Name]

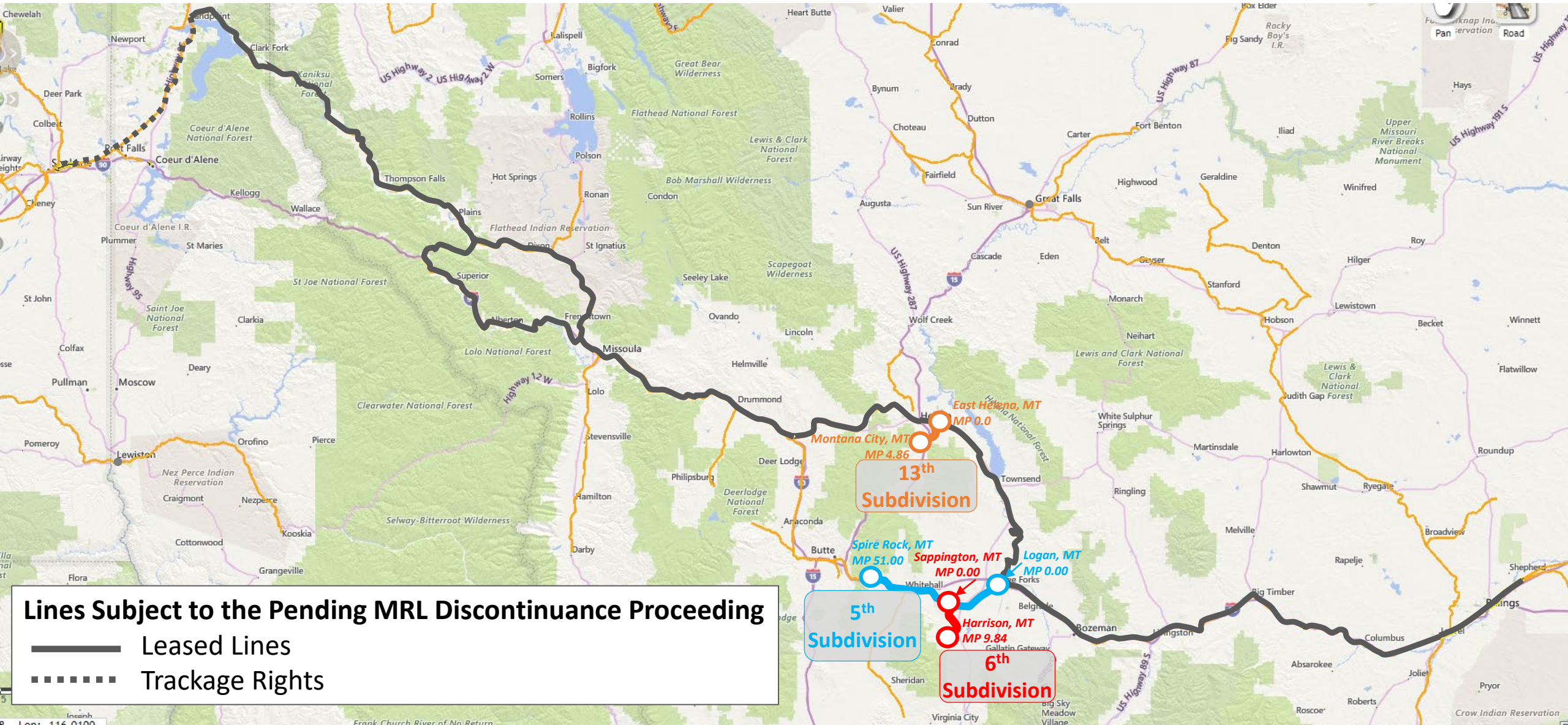
EXHIBIT A

Map

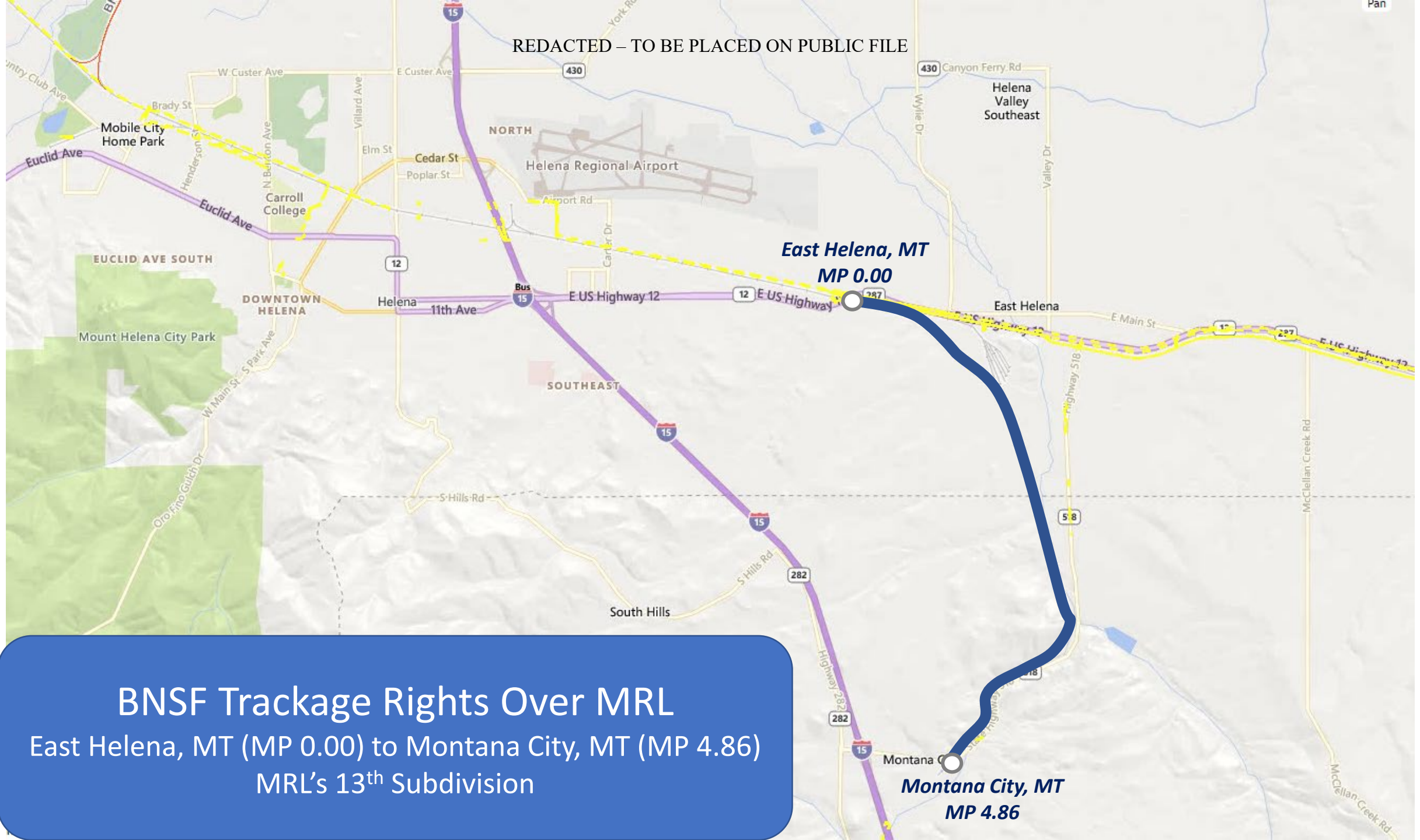
Montana Rail Link System – BNSF Trackage Rights

REDACTED – TO BE PLACED ON PUBLIC FILE

Over MRL's 5th, 6th & 13th Subdivisions



REDACTED – TO BE PLACED ON PUBLIC FILE



BNSF Trackage Rights Over MRL

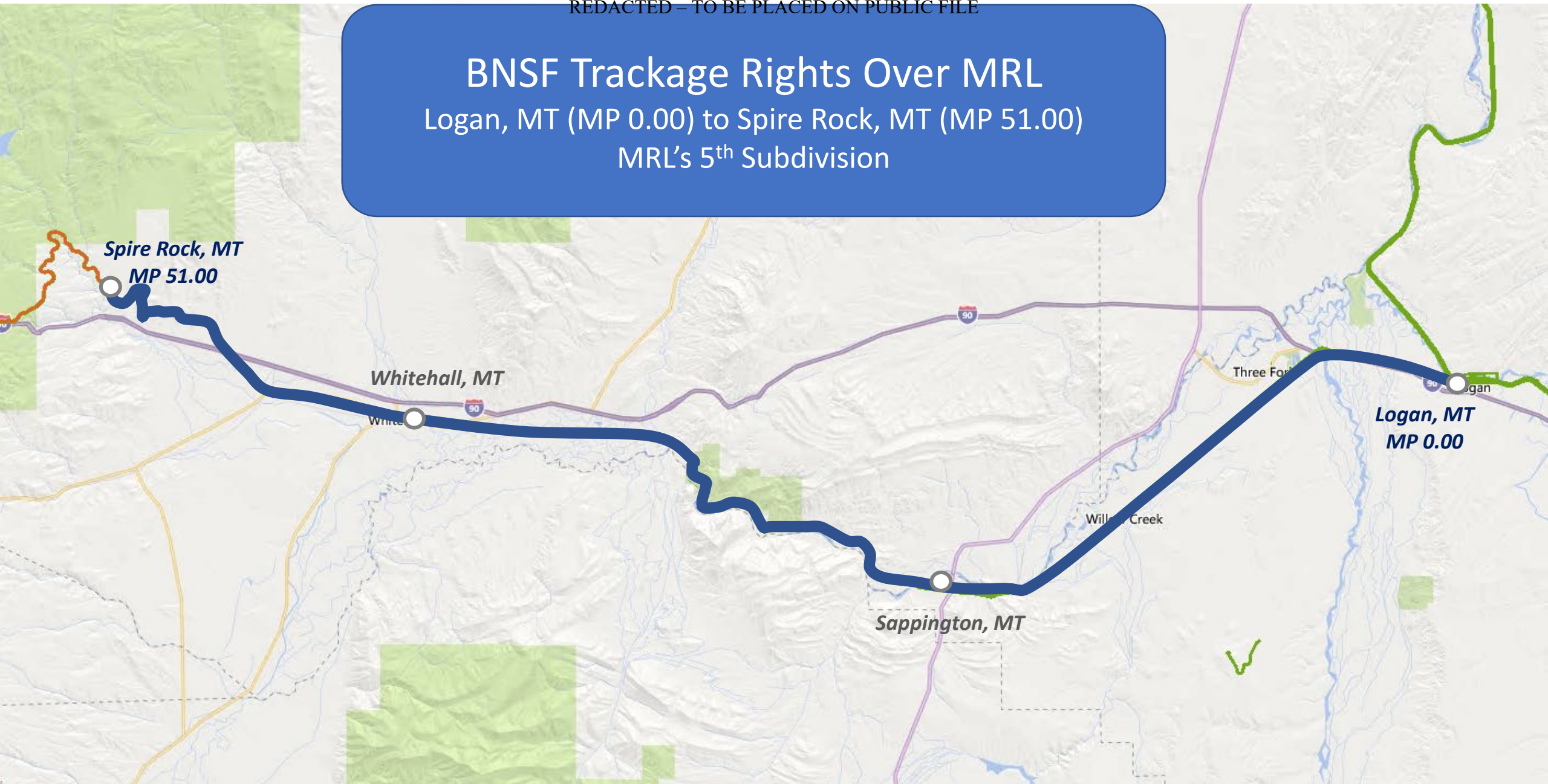
East Helena, MT (MP 0.00) to Montana City, MT (MP 4.86)

MRL's 13th Subdivision

Montana City, MT
MP 4.86

BNSF Trackage Rights Over MRL

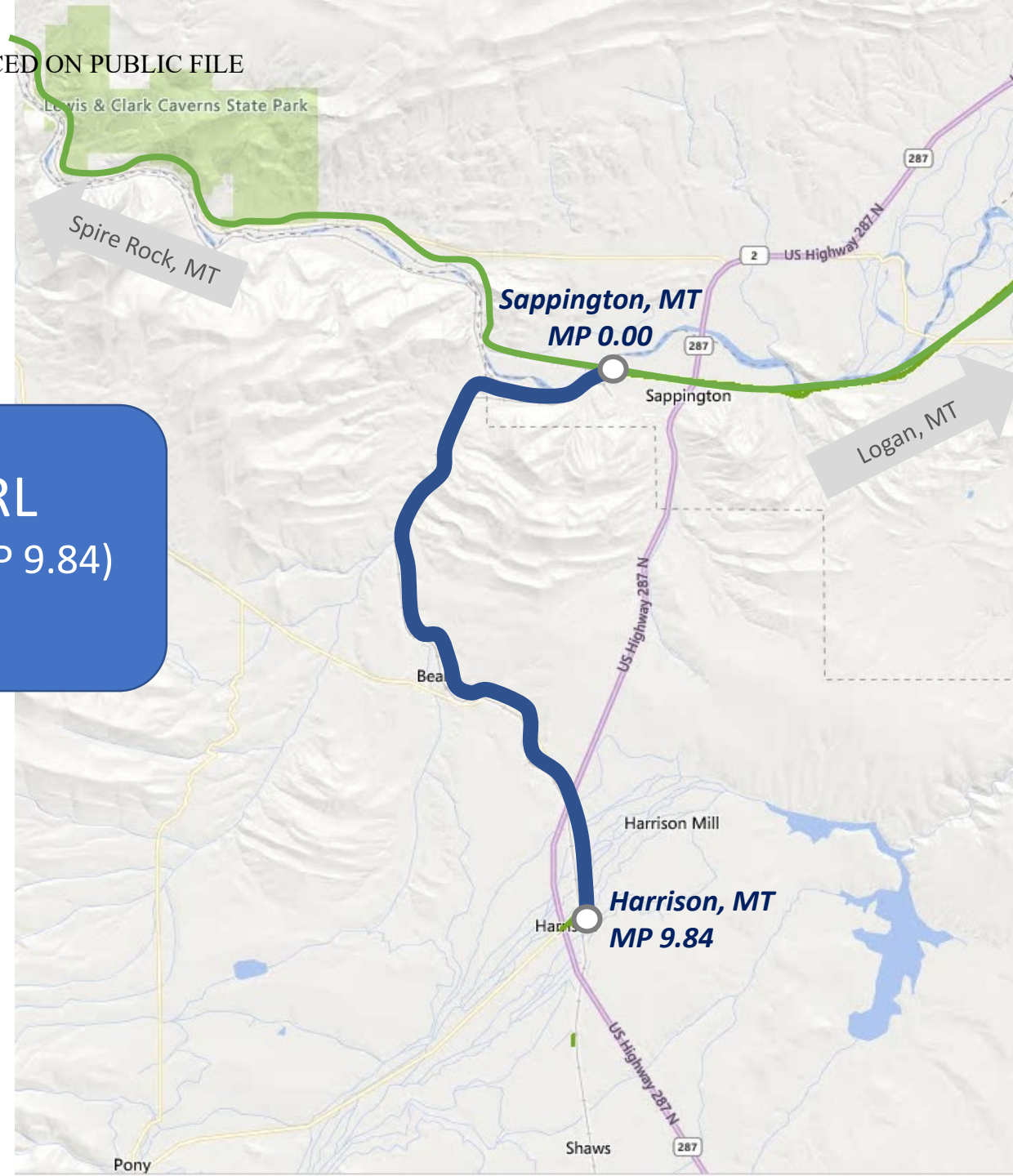
Logan, MT (MP 0.00) to Spire Rock, MT (MP 51.00)
MRL's 5th Subdivision



REDACTED – TO BE PLACED ON PUBLIC FILE

BNSF Trackage Rights Over MRL

Sappington, MT (MP 0.00) to Harrison, MT (MP 9.84)
MRL's 6th Subdivision



REDACTED – TO BE PLACED ON PUBLIC FILE

EXHIBIT B

Trackage Rights Agreement

TRACKAGE RIGHTS AGREEMENT

This **Trackage Rights Agreement** is made and entered into as of November 30, 2021 by and between **MONTANA RAIL LINK, INC.**, a Montana corporation ("**MRL**") and BNSF Railway Company, a Delaware corporation ("**BNSF**"). BNSF and MRL are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**".

WHEREAS, MRL is the owner and operator of certain railroad lines from Logan, MT to Spire Rock, MT (the "5th Subdivision"), Sappington, MT to Harrison, MT (the "6th Subdivision"), and East Helena, MT to Montana City, MT (the "13th Subdivision") as more fully described below;

WHEREAS, MRL desires to grant BNSF exclusive local and overhead trackage rights over MRL's 5th Subdivision, 6th Subdivision, and 13th Subdivision in order for BNSF to provide service to customers located on the Trackage Rights Lines (defined below); and

WHEREAS, BNSF is agreeable to said trackage rights, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and agreements, the Parties do hereby agree as follows:

1. **Term.** This Agreement shall become fully effective as to all obligations and rights of the Parties under this Agreement as of 12:01 a.m. on the date (the "**Effective Date**") on which BNSF delivers to MRL a written notice of effectiveness ("**Effectiveness Notice**"), which Effectiveness Notice may be delivered no fewer than sixty (60) days following the date of receipt of all Government Approvals contemplated by Section 16.
2. **Grant of Trackage Rights.** Effective as of the Effective Date, MRL grants BNSF exclusive local and overhead trackage rights for the portions of MRL's railroad consisting of track and support structures for freight train movements as follows:
 - a. 5th Subdivision extending from MP 0.00 near Logan, MT to MP 51.00 near Spire Rock, MT
 - b. 6th Subdivision extending from MP 0.00 near Sappington, MT to MP 9.84 near Harrison, MT
 - c. 13th Subdivision extending from MP 0.00 near East Helena, MT to MP 4.86 near Montana City, MT

These lines are shown on Exhibit A attached to and made a part of this Agreement (collectively, "**Trackage Rights Lines**").

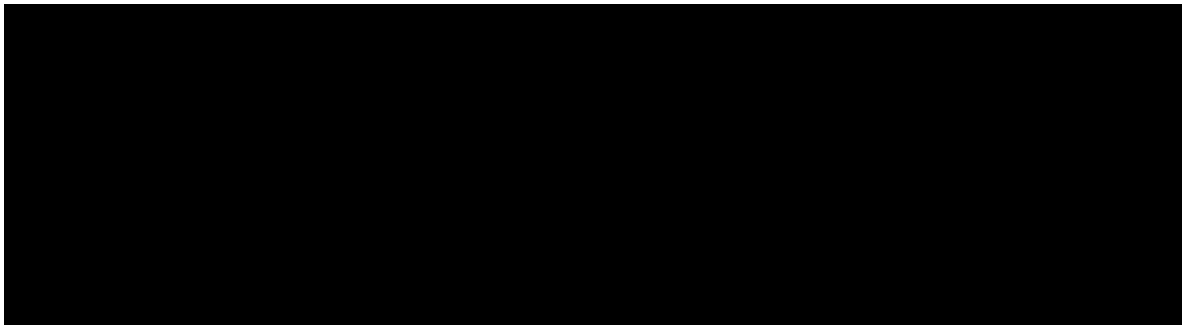
3. **Term.** This Agreement shall continue in effect for an initial term of ninety-nine (99) years ("**Initial Term**"). Following expiration of the Initial Term, BNSF may exercise its right to extend this Agreement for up to nine (9) additional ninety-nine (99)-year terms (each an "**Extension Term**"). Upon expiration of the Initial Term or any Extension Term, BNSF relinquishes all trackage rights granted herein to provide common carrier rail service over the Trackage Rights Lines and shall obtain any approval or authority of applicable

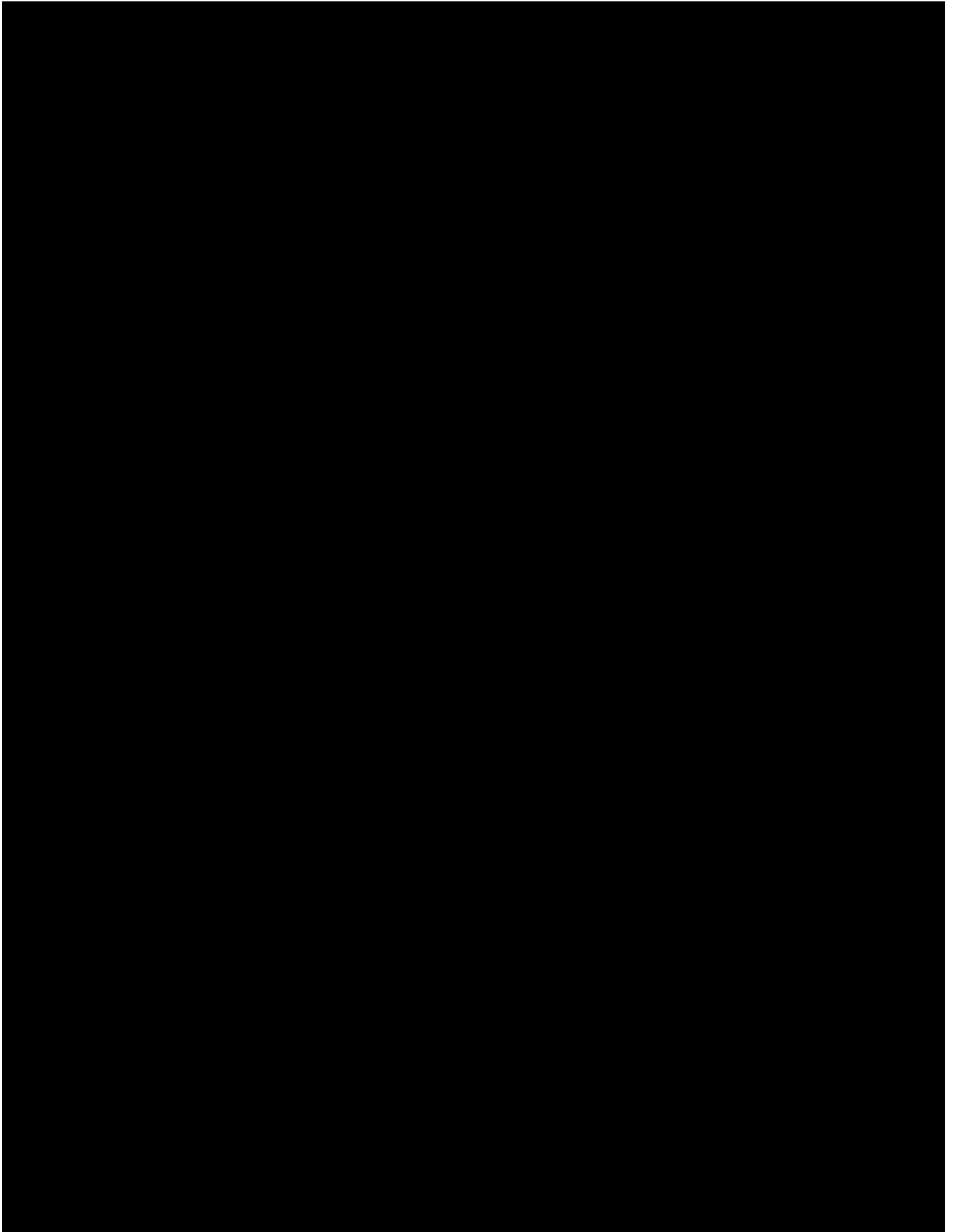
governmental agencies or departments, including, but not limited to the Surface Transportation Board (hereinafter collectively called “Government Approvals”) necessary to terminate and discontinue the rights granted to BNSF herein.

4. **Use and Operation of the Trackage Rights Lines.** MRL hereby grants BNSF the exclusive authority to use and operate BNSF’s trains and locomotives over the Trackage Rights Lines pursuant to the terms and conditions set forth herein. MRL shall have no right to permit any other rail carrier to use or operate over the Trackage Rights Lines. BNSF have the sole and exclusive authority to permit any other rail carrier, including passenger carriers, (each, a “**BNSF Third Party**”) to use or operate over the Trackage Rights Lines during the term of this Trackage Rights Agreement.
5. **Common Carrier Obligation.**
 - a. BNSF hereby assumes and agrees to fulfill any and all common carrier obligations and responsibilities arising under or subject to 49 U.S.C. 11101 and/or related and affiliated statutory or regulatory obligations that relate to shippers located along the Trackage Rights Lines, arising under federal, state, or local laws or authorities (collectively, the “Common Carrier Obligations”). BNSF agrees to perform all Common Carrier Obligations related to the Trackage Rights Lines by performing rail transportation service upon reasonable request of any shipper located on the Trackage Rights Lines, including but not limited to freight train service, haulage, and industry switching.
 - b. In fulfilling the Common Carrier Obligations, BNSF agrees to provide such common carrier rail service to all shippers that are located on the Trackage Rights Lines upon the Effective Date of this Agreement and to any shipper that may locate on the Trackage Rights Lines during the term of this Agreement.
6. **Dispatching of Trains.** BNSF shall have exclusive direction and control of operations (including dispatching) on, over and along the Trackage Rights Lines as in its judgment may be reasonably necessary or desirable for the economical and safe operation of the Trackage Rights Lines. At all times, dispatching shall be in accordance with the rules, instructions and restrictions of BNSF as well as conformative to all applicable laws, rules and regulations, including those promulgated by the Federal Railroad Administration (“**FRA**”) or its successor. BNSF shall have the unrestricted power to change the management and operations on and over the Trackage Rights Lines as in its judgment may be necessary, expedient, or proper for the operations thereof herein intended.
7. **Compensation.** [REDACTED]
[REDACTED]
8. **Equipment.**
 - a. BNSF shall provide the locomotives required for the safe and efficient operation of trains it operates over the Trackage Rights Lines, and for maintaining, fueling, and lubricating such locomotives. BNSF shall provide sufficient rolling stock and other equipment needed to perform the common carriage services it provides

over the Trackage Rights Lines and shall perform any required inspections of railroad freight cars that it operates over the Trackage Rights Lines.

- b. All locomotives and equipment utilized by BNSF in operations over the Trackage Rights Lines shall comply with all applicable safety and maintenance standards and all applicable federal, state, and local laws, regulations and ordinances. BNSF shall also complete and submit to the appropriate federal, state, or local authorities or other entities all prescribed reports related to locomotives and other equipment utilized by BNSF in operations over the Trackage Rights Lines.
 - c. If locomotives or equipment shall become derailed, wrecked, or otherwise disabled while upon the Trackage Rights Lines, such locomotives or equipment shall be re-railed or cleared by BNSF or its agents as the operating railroad of the Trackage Rights Lines. The reasonable costs and expenses of re-railing or clearing derailed, wrecked or disabled locomotives and/or equipment and any loss or damage incidental thereto shall be borne by BNSF.
9. **Train Crews and Personnel.** BNSF shall be solely responsible for hiring, supervising and compensating its train crews and any other personnel necessary to fulfill its obligations hereunder and shall manage and administer employment of such crews in accordance with any and all applicable laws, rules and regulations, including those promulgated by the FRA or its successor.
10. **Construction and Maintenance of Facilities.** The construction, maintenance, repair, and renewal of the Trackage Rights Lines, whether arising out of the Common Carrier Obligations, required by any applicable law, rule or regulation, or undertaken voluntarily, shall be the sole responsibility of BNSF. BNSF shall be responsible to construct, maintain, repair, renew, or install of any additional tracks, structures or facilities that would connect to or adjoin the Trackage Rights Lines.
11. **Compliance with Laws.** All responsibilities incurred by either Party under this Agreement and all operations performed by BNSF or any BNSF Third Party over the Trackage Rights Lines shall conform to all applicable federal, state, and local, laws, statutes, and regulations. BNSF agrees to defend, indemnify and hold the MRL Indemnitees (defined below) harmless from and against any and all claims, suits, damages, penalties or fines that arise from the BNSF's (or its contractors' or agents') failure to comply with such laws, statutes and regulations.
12. **Liability and Indemnification.**





13. **Environmental Liability.** [REDACTED]
[REDACTED]

[REDACTED]

14. **Dispute Resolution.** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. **Reporting.** BNSF shall be responsible for and shall perform all applicable reporting, accounting, and document retention requirements related to the common carriage railroad operations that it performs pursuant to this Agreement. BNSF shall provide MRL with a copy of all reports, accounts and data that it is required to produce to any federal,

state or local authority or other entities, including, without limitation, the Association of American Railroads.

16. **Governmental Approvals.**

- a. Promptly following execution of this Agreement, BNSF, at its sole expense, shall prepare and file such documents as may be required to secure all Governmental Approvals and satisfy all Legal Requirements required by any applicable governmental agencies or departments for this Article 15 including without limitation any approval, or exemption from approval, of this transaction by the Surface Transportation Board (“STB”). In the event any applications, petitions or filings by MRL are required for BNSF to obtain the necessary Government Approvals pursuant to the preceding sentence, MRL shall cooperate with BNSF and undertake and diligently prosecute any applications, petitions or filings by MRL at BNSF’s expense.
- b. In the event MRL shall be involuntarily dispossessed, including threat of condemnation by competent public authority, of the right to operate upon and maintain any portion of the Trackage Rights Lines, MRL shall have no obligation hereunder to provide tracks for BNSF's use, and BNSF shall have and shall make no claim of any kind, legal or otherwise, against MRL for failure to provide such tracks for BNSF's use.
- c. Except as otherwise provided in Section 16(b) above, MRL shall not file with the STB to abandon or discontinue all or any part of the Trackage Rights Lines without written consent by BNSF, which may be withheld for any reason.
- d. Each Party shall be responsible for any labor claims of, and shall bear the cost of employee protection payable to, its own employees, and the employees of companies affiliated with it, to the extent resulting from the entry into or operation of this Agreement.

17. **Taxes.** BNSF shall be responsible for reimbursing MRL for all applicable local, state and federal government taxes that relate to the Trackage Rights Lines. BNSF shall also be responsible for all applicable local, state and federal government taxes that relate to BNSF’s equipment, personnel, crews, or any other taxable item owned or provided by BNSF in performing its obligations hereunder.

18. **Notices.** Any notice or other correspondence required or permitted hereunder, except as otherwise provided herein, shall become effective upon receipt and shall be deemed to have been properly given or delivered when made in writing and delivered personally to the Party to whom directed, or when sent by United States first class mail or an express letter service and addressed to the Party to whom directed at its below specified address:

Notice to MRL:
Joseph M. Racicot
Vice President of Administration & General Counsel
Montana Rail Link, Inc.

101 International Drive
Missoula, Montana 59808
Email: jracicot@mtrail.com

Notice to BNSF:
Jill Mulligan, General Counsel
BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, Texas 76131
Email: jill.mulligan@bnsf.com

These addresses may be changed upon giving written notice in the manner above provided.

19. **Choice of Law.** This Agreement shall be governed by and construed according to the law of the State of Montana, without regard to its conflict of laws principles. Should any provision of this Agreement be deemed unenforceable for any reason, such provision shall be deemed null and void, but the other provisions of this Agreement shall remain in full force and effect.
20. **Assignment.** MRL may not assign this Agreement to a third party without the prior written consent of BNSF, which may be withheld for any reason, except that MRL shall retain the right to assign this Agreement to an entity under substantially-similar beneficial ownership. In the event of any assignment hereunder, MRL and BNSF agree to work in good faith to obtain any necessary regulatory approvals to effectuate such assignment. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
21. **Survival.** Termination of this Agreement shall not relieve, release or excuse either Party hereto from any obligations assumed or from any liability which may have arisen or been incurred by either Party under the term of this Agreement prior to the termination hereof, including any obligations assumed in Sections 12 and 13.
22. **Entire Agreement.** This Agreement together with its exhibits or appendices constitutes the final agreement between the parties concerning the subject matter herein. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement.
23. **Severability.** If any provision in this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable. If any

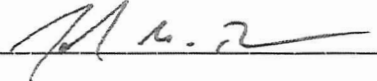
provision is held invalid, illegal or unenforceable, the Parties agree to negotiate a revised or replacement provision.

24. **Confidentiality.** This Agreement is strictly confidential between the Parties. No Party shall disclose the terms and conditions of this Agreement other than as required by law or as otherwise agreed in writing between the Parties. The Party making disclosure will notify the other Parties in advance of such disclosure.
25. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via electronic facsimile machines and any electronic facsimile of any Party's signature shall be deemed to be an original signature for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

MONTANA RAIL LINK, INC.

By: 

Printed: Joseph M. Racicot

Title: Vice President of Administration & General Counsel

Date: 11/30/21

BNSF RAILWAY COMPANY

By: 

Printed: Kathryn M. Farmer

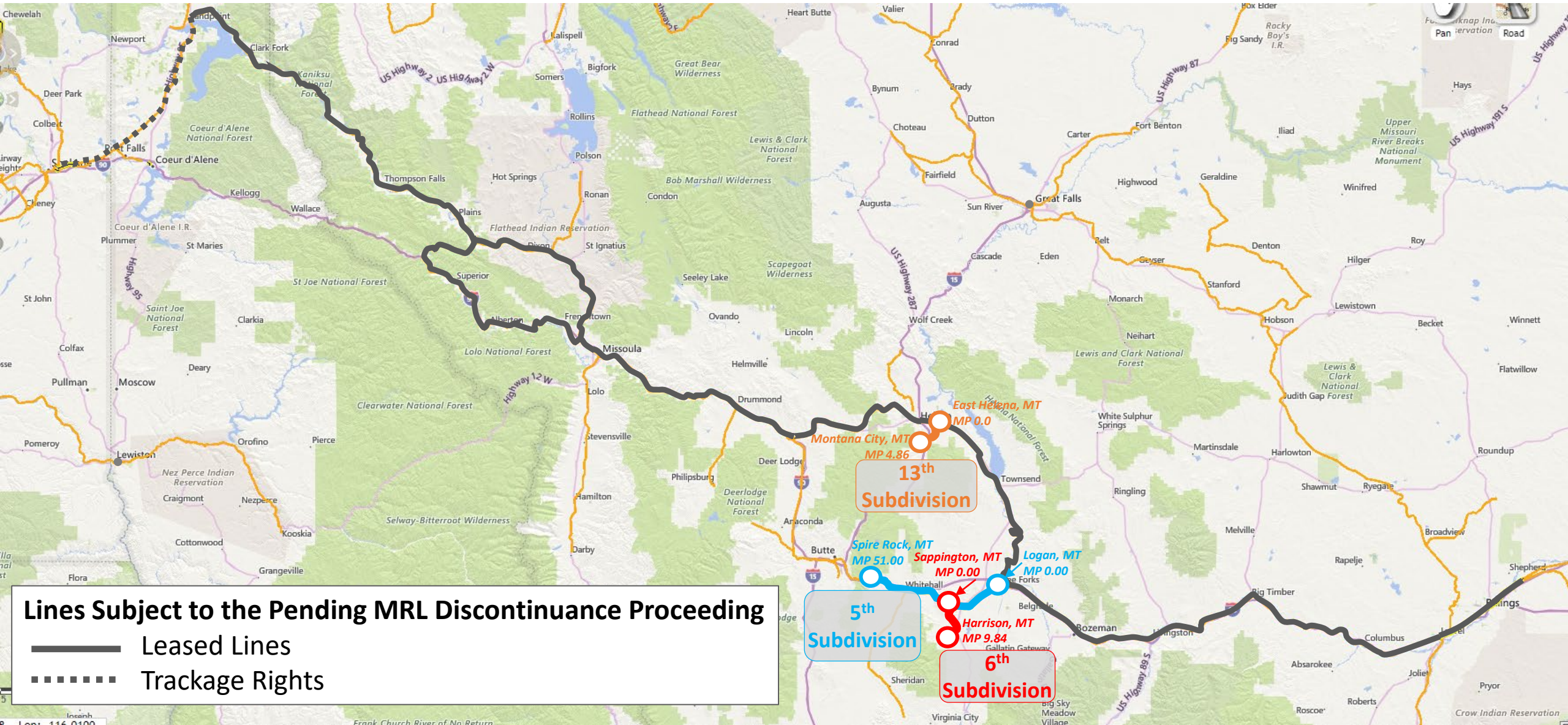
Title: President and CEO

Date: 11/30/21

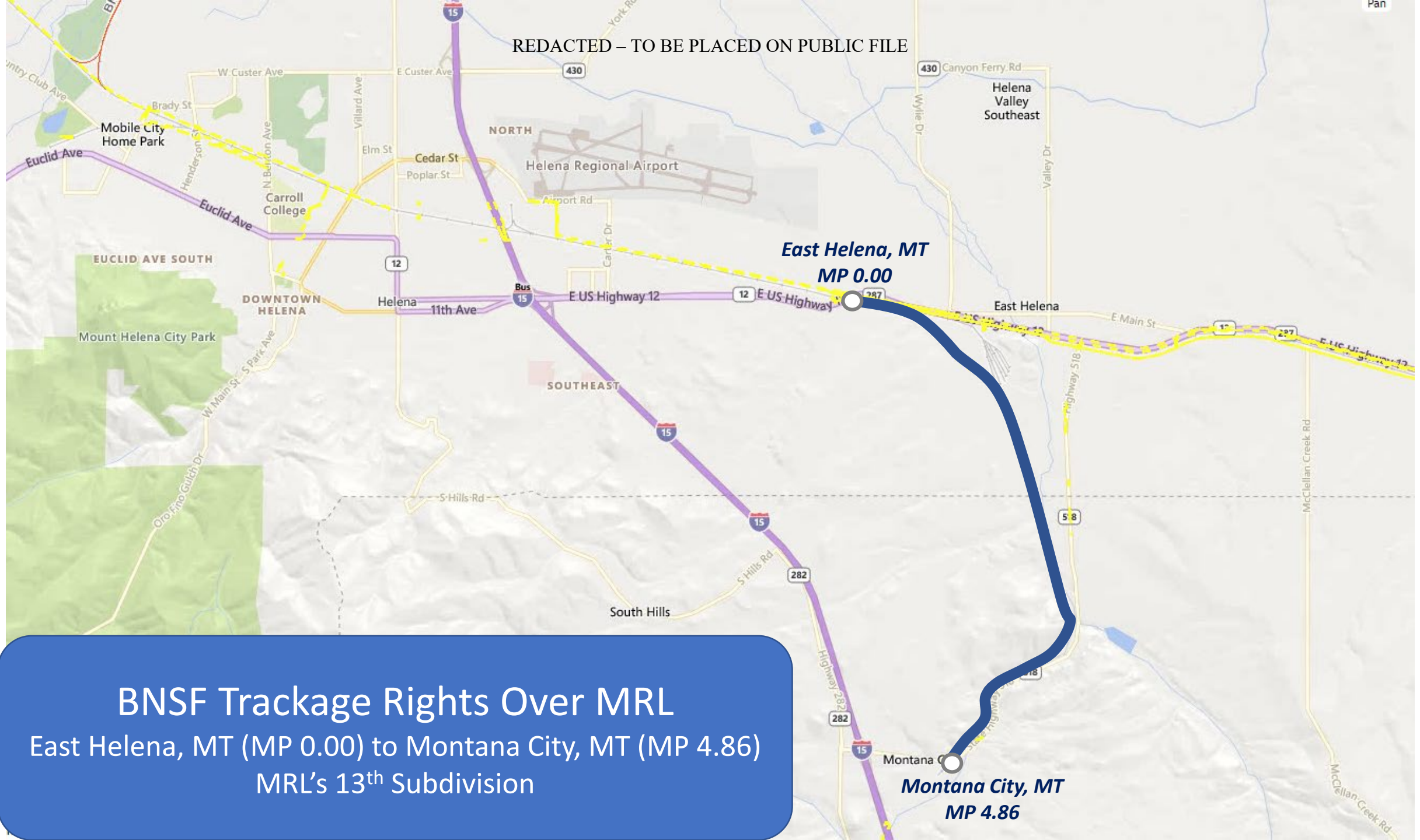
Montana Rail Link System – BNSF Trackage Rights

Over MRL's 5th, 6th & 13th Subdivisions

Exhibit A



REDACTED – TO BE PLACED ON PUBLIC FILE



BNSF Trackage Rights Over MRL

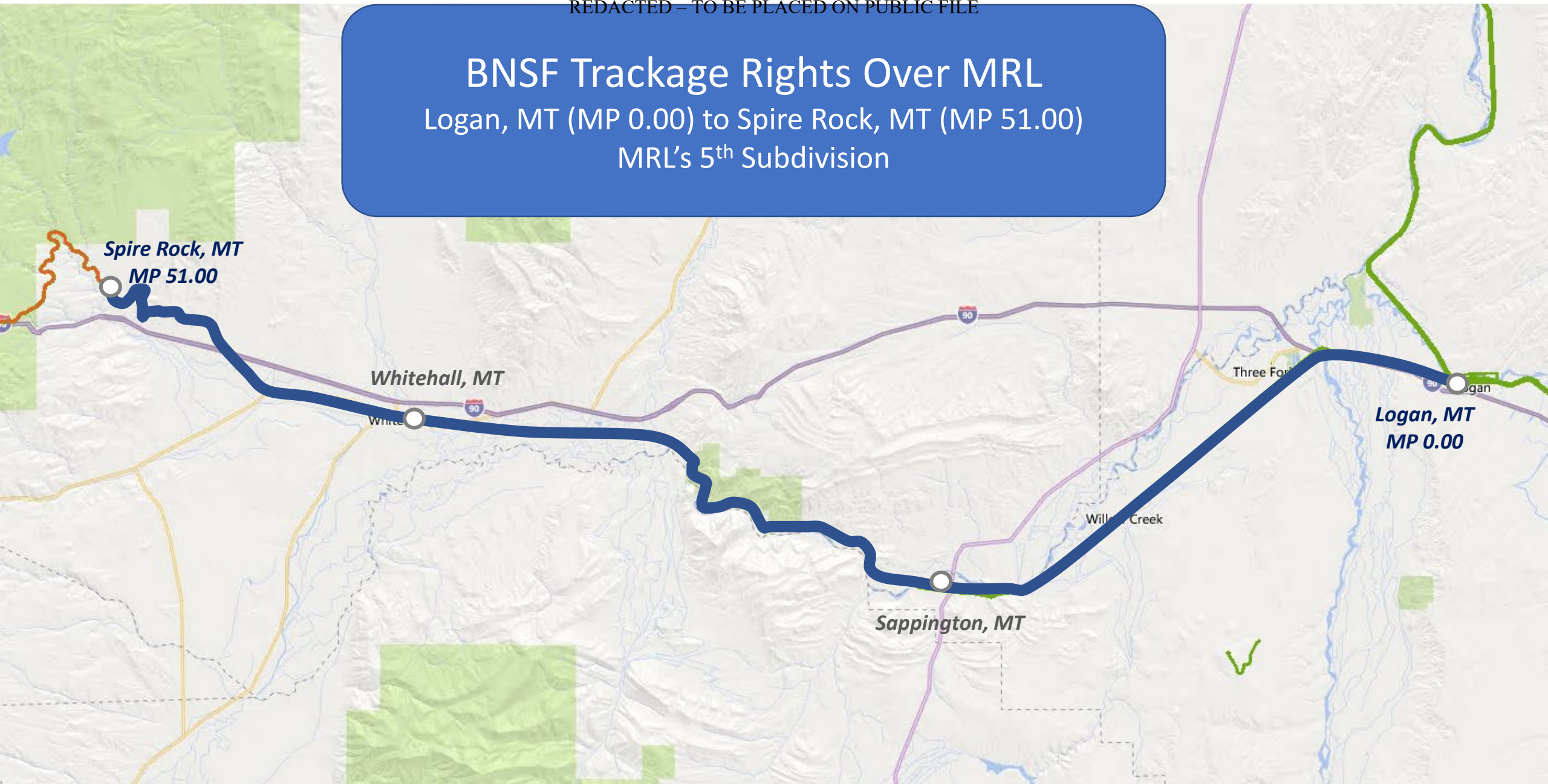
East Helena, MT (MP 0.00) to Montana City, MT (MP 4.86)

MRL's 13th Subdivision

Montana City, MT
MP 4.86

BNSF Trackage Rights Over MRL

Logan, MT (MP 0.00) to Spire Rock, MT (MP 51.00)
MRL's 5th Subdivision



REDACTED – TO BE PLACED ON PUBLIC FILE

BNSF Trackage Rights Over MRL

Sappington, MT (MP 0.00) to Harrison, MT (MP 9.84)
MRL's 6th Subdivision

