



Sarah W. Bailiff
Senior General Attorney

214028
BNSF Railway Company
P.O. Box 961039
Fort Worth, TX 76161-0039

2500 Lou Menk Drive, Third Floor
Fort Worth, TX 76131

Tel: 817-352-2354
Fax: 817-352-2397
E-mail: sarah.bailiff@bnsf.com

VIA UPS OVERNIGHT MAIL

May 19, 2005

Honorable Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001



**Re: Surface Transportation Board Finance Docket No. 34702; BNSF
Railway Company – Temporary Trackage Rights Exemption –
Norfolk Southern Railway Company**

Dear Secretary Williams:

Enclosed for filing in the referenced docket are the original and ten copies of a Verified Notice of Exemption, and a check for \$1,100.00, covering the filing fee. An electronic copy of the filing in WordPerfect 9.0 is also enclosed on a 3.5 inch disc for the Board's use.

Please acknowledge receipt of this material by date stamping the enclosed copy of this letter and returning it to me in the enclosed self-addressed stamped envelope.

Sincerely,

Sarah Whitley Bailiff

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MAY 20 2005
SURFACE
TRANSPORTATION BOARD

SWB/js
Encs.

cc: Mr. John Edwards

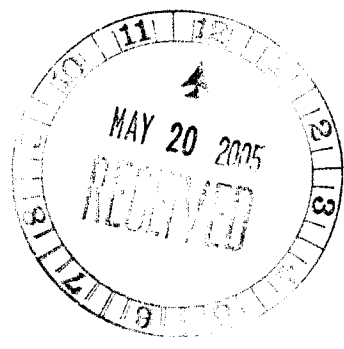
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Office of Proceedings
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Part of
Public Record

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BEFORE THE
SURFACE TRANSPORTATION BOARD



STB Finance Docket No: 34702

BNSF RAILWAY COMPANY--TEMPORARY TRACKAGE RIGHTS EXEMPTION--
NORFOLK SOUTHERN RAILWAY COMPANY

VERIFIED NOTICE OF EXEMPTION

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TRANSPORTATION BOARD

Sarah W. Bailiff
Senior General Attorney
BNSF RAILWAY COMPANY
2500 Lou Menk Drive
P. O. Box 961039
Fort Worth, TX 76161-0039
(817) 352-2354

Dated: May 19, 2005

FEE RECEIVED
MAY 20 2005
SURFACE
TRANSPORTATION BOARD

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Finance Docket No. 34702

BNSF RAILWAY COMPANY--TEMPORARY TRACKAGE RIGHTS EXEMPTION--
NORFOLK SOUTHERN RAILWAY COMPANY

VERIFIED NOTICE OF EXEMPTION

1. BNSF Railway Company ("BNSF") files this verified notice of exemption pursuant to 49 C.F.R. §1180.2(d)(8). Under this notice BNSF will obtain temporary overhead trackage rights from Norfolk Southern Railway Company ("NSR") between C. A. Junction, Missouri (Milepost S241.9) and Maxwell, Missouri, a distance of approximately 8.7 miles, connecting with BNSF's existing trackage rights over NSR between W.B. Junction, Missouri to C.A. Junction, Missouri. The temporary trackage rights are for the sole purpose of bridging BNSF's trains while BNSF's main lines are out of service due to programmed track, roadbed and structural maintenance.

The acquisition of these trackage rights is based on a written agreement.

2. The following information is provided as required by 49 C.F.R. §1180.4(g)(1)(i):

Section 1180.6(a)(1)(i-iii).

NSR has granted temporary overhead trackage rights to BNSF between C. A. Junction, Missouri (Milepost S241.9) and Maxwell, Missouri, a distance of approximately 8.7 miles, connecting with BNSF's existing trackage rights over NSR between W.B. Junction, Missouri to C.A. Junction, Missouri. Subject to approval of the Board, the temporary trackage rights will

terminate on June 1, 2005. BNSF will operate its own trains with its own crews over the NSR line under the temporary trackage rights.

The carriers involved in this transaction and their business addresses are as follows:

BNSF Railway Company
2600 Lou Menk Drive
P. O. Box 961034
Fort Worth, TX 76161

Norfolk Southern Railway Company
Three Commercial Place
Norfolk, VA 23510-2108

Questions regarding this exemption should be sent to Sarah W. Bailiff, Senior General Attorney, BNSF Railway Company, P.O. Box 961039, Fort Worth, TX 76161-0039. The telephone number is (817) 352-2354.

Consummation of the transaction will occur on May 30, 2005, and operations under this exemption will begin thereafter. The purpose of the trackage rights is for the sole purpose of bridging BNSF's trains while BNSF's main lines are out of service due to programmed track, roadbed and structural maintenance. The trackage rights will expire on June 1, 2005.

Section 1180.6(a)(5).

The trackage involved in the temporary trackage rights agreement is located in the state of Missouri.

Section 1180.6(a)(6).

The required map is attached hereto as Exhibit No. 1.

Section 1180.6(7)(ii).

A copy of the temporary trackage rights agreement covering this transaction is attached hereto as Exhibit No. 2.

Applicants are agreeable to the imposition of the standard labor protective conditions imposed by the Board pursuant to Norfolk and Western Ry. Co.--Trackage Rights--BN, 354 I.C.C. 605 (1978), as modified in Mendocino Coast Ry., Inc.--Lease and Operate, 360 I.C.C. 653

(1980), and with respect to the discontinuance of these temporary rights, imposition of conditions pursuant to Oregon Short Line RR Co. – Abandonment – Goshen, 360 I.C.C. 91 (1979).

This transaction does not require the filing of an environmental report or an historic report under 49 C.F.R. §1105.6(c)(4) and §1105.8(b)(3) respectively.

Respectfully submitted,

A handwritten signature in cursive script, reading "Sarah W. Bailiff", written over a horizontal line.

Sarah W. Bailiff
Senior General Attorney
BNSF RAILWAY COMPANY
2500 Lou Menk Drive
P. O. Box 961039
Fort Worth, TX 76161-0039
(817) 352-2354 - Telephone
(817) 352-2397 - Fax

SURFACE TRANSPORTATION BOARD

Notice of Exemption

STB Finance Docket No. 34702

**BNSF RAILWAY COMPANY--TEMPORARY TRACKAGE RIGHTS EXEMPTION--
NORFOLK SOUTHERN RAILWAY COMPANY**

Norfolk Southern Railway Company ("NSR") has agreed to grant limited temporary overhead trackage rights to BNSF Railway Company ("BNSF") between C. A. Junction, Missouri (Milepost S241.9) and Maxwell, Missouri, a distance of approximately 8.7 miles, connecting with BNSF's existing trackage rights over NSR between W.B. Junction, Missouri to C.A. Junction, Missouri.

The temporary trackage rights will facilitate a programmed maintenance outage and will be effective on May 30, 2005, with operations under this exemption commencing on that date. The temporary trackage rights will expire on June 1, 2005.

This notice is filed under §1180.2(d)(8). Petitions to revoke the exemption under 49 U.S.C. 10502(d) may be filed at any time. The filing of a petition to revoke will not stay the transaction.

Dated:

By the Board,
Vernon A. Williams,
Secretary.

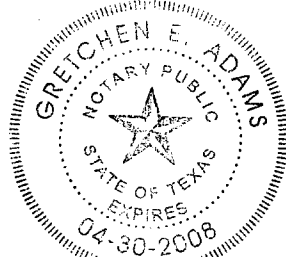
VERIFICATION

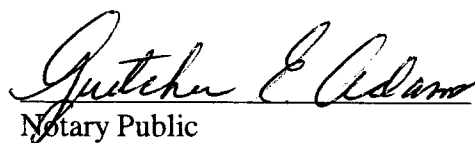
THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Sarah W. Bailiff being duly sworn, deposes and says that she has read the foregoing notice of exemption and that the contents thereof are true and correct to the best of her knowledge and belief.


Sarah W. Bailiff

Subscribed and sworn to before me this 19 day of May, 2005.




Notary Public

My Commission Expires:

April 30, 2008

EXHIBIT NO. 1

MAXWELL - CA JUNCTION, MISSOURI

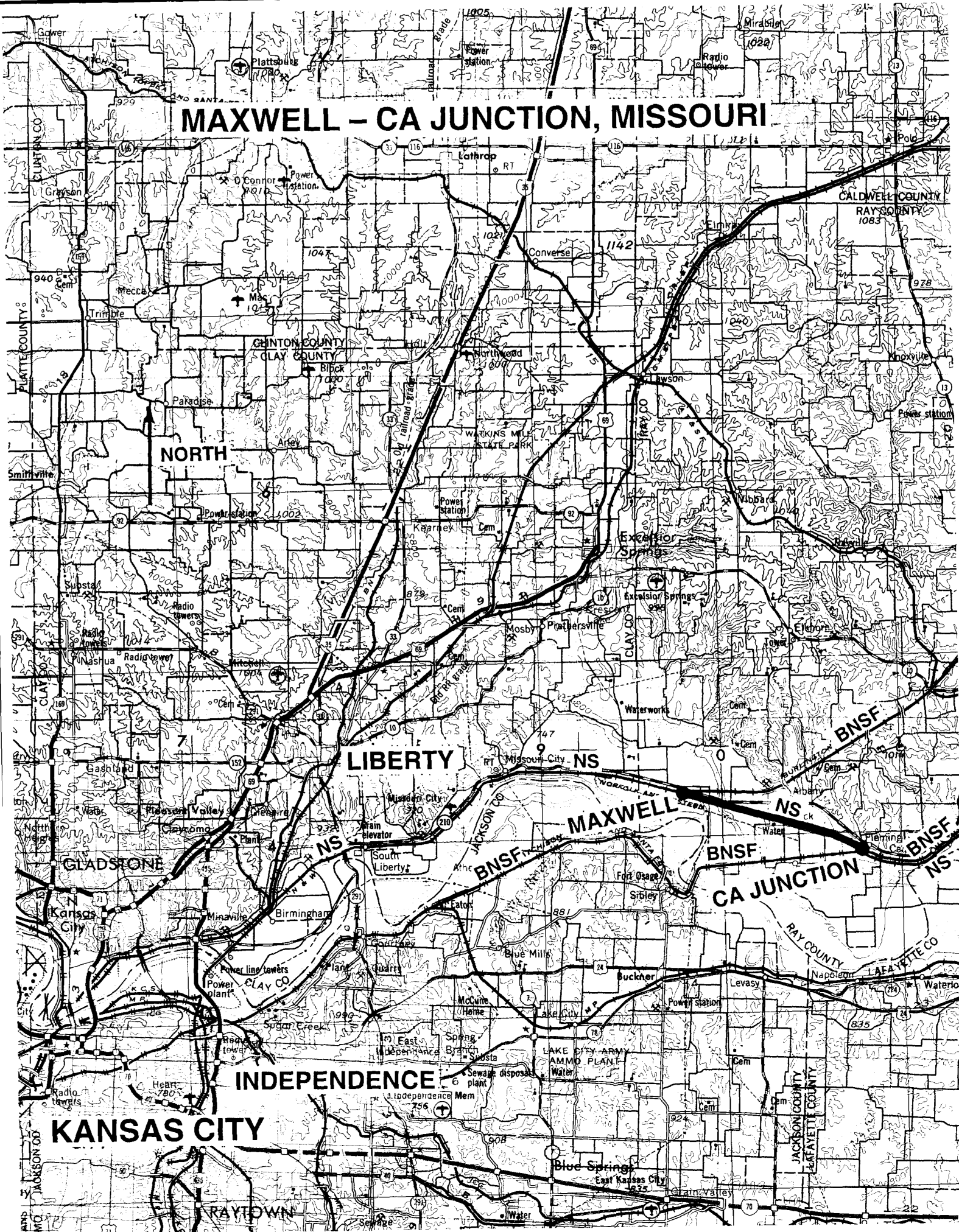


EXHIBIT NO. 2



Norfolk Southern Corporation
Transportation Department
185 Spring Street, S.W.
Atlanta, Georgia 30303
FAX: (404) 582-5556

Mark M. Owens
Senior Director Joint Facilities
(404) 529-1041

May 2, 2005 - lea
NSR File No. - JF 4503
BNSF File No. - AT93200

Mr. Ronald Harding
Director Contracts & Joint Facilities
Burlington Northern Santa Fe
2600 Lou Menk Drive
Fort Worth, TX 76131

Dear Ronald:

Please reference the May 12, 2004 Letter Agreement where Norfolk Southern Railway Company (NSR) agreed to provide Burlington Northern and Santa Fe Railway Company (BNSF) temporary trackage Rights on the NSR line from CA Junction, Missouri to Maxwell, Missouri to bridge BNSF trains while the BNSF main lines were out of service May 30, 2004 to June 1, 2004. Please reference recent conversations between officers of our respective companies whereby BNSF notified NSR of the need to renew this service for 2005.

Now, therefore, it is mutually agreed by and between the parties.

For the temporary period starting May 30, 2005 to June 1, 2005 the subject Joint trackage as defined in the September 17, 1946 Joint Use Agreement between The Atchison, Topeka and Santa Fe Railway Company predecessor to BNSF and Wabash Railroad Company predecessor to NSR, hereinafter referred to as 1946 Agreement shall be temporarily extended to include the following additional trackage:

W. B. Junction, Missouri Milepost S212.8 to C.A. Junction, Missouri Milepost S241.9 a distance of 29.10 miles as listed in Article I, Section 1.1, item (b) of the 1946 Agreement, and

Temporarily extended, from

C.A. Junction, Missouri NSR's Kansas City District Milepost S241.9 to Maxwell, Missouri NSR's Kansas City District Milepost S250.6 an additional distance of 8.7 miles.

Mr. Ronald Harding
May 12, 2005
Page 2

As compensation for the extended trackage rights BNSF shall pay NSR an additional nine dollars (\$9.00) per train mile for each train operated by BNSF over the extended joint trackage from CA Junction to Maxwell, MO. BNSF shall also furnish NSR a statement of the number of trains operated by BNSF over the extended joint trackage. Compensation for the use of the remainder of the Joint Trackage shall be as set forth in the 1946 Agreement, and all other terms and conditions of the 1946 Agreement shall remain in full force and effect.

This temporary extension of trackage rights should be submitted for the approval, or exemption from approval, of the Surface Transportation Board ("STB") under 49 C.F.R. 1180.2(d) (8). Any submission to the STB shall be submitted to counsel for NSR for NSR's prior review and comment. Each party shall indemnify and hold harmless the other party against any and all costs and payments, including benefits, allowances, and arbitration, administrative and litigation expenses, arising out of claims or grievances made by or on behalf of or lawsuits brought by or on behalf of its own employees or their collective bargaining representatives, either pursuant to employee protective conditions imposed by a governmental agency upon the agency's approval or exemption of this Letter Agreement and operations hereunder or pursuant to a collective bargaining agreement. It is the parties' intention that each party shall bear the full costs of protection of its own employees under employee protective conditions that may be imposed, and of grievances filed by its own employees arising under its collective bargaining agreements with its employees.

Please indicate your acceptance of this Letter Agreement by signing in the space provided below, and return one original counterpart to my office, retaining one original counterpart for your records.

On behalf of Norfolk Southern Railway Company.:

Mark M. Owens

On behalf of The Burlington Northern Railway Company:

Accepted by: TD Smith GST South

Date: 5-6-05

