Ordinance No. 122312

Council Bill No. 115780

AN ORDINANCE related to the donation of King Street Station to the City of Seattle; authorizing the Director of Transportation to execute an agreement with the Burlington Northern and Santa Fe Railway Company relating to the donation of King Street Station to the City of Seattle to accept and record the deed thereto; authorizing the Director of Transportation to execute an agreement with the Burlington Northern and Santa Fe Railway Company and the National Passenger Railroad Corporation ("Amtrak") whereby Amtrak consents to the donation and verifies its continuing rights and obligations; and assigning jurisdiction and management of King Street Station to the Seattle Department of Transportation.

CF No.

Date Introduced: 11.13.06	
Date 1st Referred: 11.13.06	To: (committee) Transportation
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: 12/11/06	Full Council Vote: 8-1
Date Presented to Mayor: 12/12/06	Date Approved: 12.21.06
Date Returned to City Clerk: 12.21.06	Date Published: 3 T.O. F.T. ✓
Date Vetoed by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: [signature]

Councilmember

Committee Action:

Dopass as amended 5-0 JD, RC, PS, TR, JG

FC 12/11/06 PASSED ~~AS AMENDED~~ 8-1 (McIver)

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

Law Dept. Review	OMP Review	City Clerk Review	Electronic Copy Loaded	Indexed

122306

ORDINANCE 122312

AN ORDINANCE related to the donation of King Street Station to the City of Seattle; authorizing the Director of Transportation to execute an agreement with the Burlington Northern and Santa Fe Railway Company relating to the donation of King Street Station to the City of Seattle to accept and record the deed thereto; authorizing the Director of Transportation to execute an agreement with the Burlington Northern and Santa Fe Railway Company and the National Passenger Railroad Corporation ("Amtrak") whereby Amtrak consents to the donation and verifies its continuing rights and obligations; and assigning jurisdiction and management of King Street Station to the Seattle Department of Transportation.

WHEREAS, the renovation of the King Street Station will be a significant catalyst for redevelopment and help link the neighborhoods of North Duwamish, South Downtown, Pioneer Square and the Chinatown/International District; and

WHEREAS, the King Street Station is part of Seattle's Center City transportation vision and is one of three multi-modal transportation hubs in the Center City; and

WHEREAS, the City can provide an effective focus to ensure integrated design and operation of related transportation modes, public actions and integrated development; and

WHEREAS, both the City and the Burlington Northern and Santa Fe Railway Company (BNSF) want to establish a multi-modal transportation hub at the King Street Station; and

WHEREAS, the King Street Station hub will connect passenger rail, commuter rail, light rail and bus transit users providing access throughout the city and region; and

WHEREAS, the Mayor and Council have determined that accepting BNSF's donation of the King Street Station provides a unique opportunity to create a multi-modal transportation hub that will benefit commuters traveling to, from, and within the city; and

WHEREAS, the Mayor and Council wish to accept BNSF's donation of the King Street Station; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Department of Transportation and recommended by the Mayor, the Director of Transportation ("Director") is hereby authorized to execute the real

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estate donation agreement between the City of Seattle and the Burlington Northern and Santa Fe Railway Company (BNSF), consistent with the form of Exhibit 1 attached to this Ordinance. The Director is authorized to fill in blanks and to make such other changes to the real estate donation agreement as the Director determines are in the best interests of the City.

Section 2. The Director is also hereby authorized to execute the consent and agreement among the City of Seattle, the Burlington Northern and Santa Fe Railway Company (BNSF) and the National Passenger Railroad Corporation ("Amtrak"), consistent with the form of Exhibit 2 attached to this Ordinance.

Section 3. The Director or her designee is authorized to execute such documents as she deems necessary or desirable to complete the donation of King Street Station consistent with this ordinance. Upon delivery of the quit claim deed for King Street Station, the Director or her designee is authorized to accept the deed on behalf of the City of Seattle by attaching to the deed her written acceptance thereof, and to record the same. King Street Station shall be accepted for general municipal purposes and placed under the jurisdiction and management of the Seattle Department of Transportation.

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Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 11th day of December, 2006, and signed by me in open session in authentication of its passage this 11th day of December, 2006.

President _____ of the City Council

Approved by me this 21st day of December, 2006.

Gregory J. Nickels, Mayor

Filed by me this 21st day of December, 2006.

City Clerk

(Seal)

Exhibit 1: Real Estate Donation Agreement between the Burlington Northern and Santa Fe Railway Company (BNSF) and the City of Seattle for the King Street Station

Exhibit 2: Consent and Agreement between the Burlington Northern and Santa Fe Railway Company (BNSF), the National Passenger Railroad Corporation ("Amtrak") and the City of Seattle for the King Street Station

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REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement ("**Agreement**") is entered into as of the Effective Date (defined below) between the CITY OF SEATTLE, WASHINGTON ("**Donee**") and BNSF RAILWAY COMPANY ("**BNSF**"). This Agreement shall not be binding upon either party unless and until both parties have executed and delivered this Agreement. The submission of this document by BNSF to Donee shall not constitute an offer to sell, donate or transfer by BNSF.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BNSF and Donee agree as follows:

GENERAL TERMS AND DEFINITIONS

1. The following terms shall have the meanings set forth below:

Closing. The consummation of the transaction contemplated by this Agreement, which shall be deemed to have occurred when both parties have delivered the items contemplated in Section 4 of this Agreement.

Closing Date The date selected by BNSF in a written notice to Donee which date shall be no later than forty-five (45) days after the Effective Date and no earlier than five (5) business days after such notice to Donee; provided, however, that BNSF may subsequently extend the Closing Date to a date no later than_____, 2007 by written notice to Donee.

Effective Date The date of BNSF's execution of this Agreement as indicated below BNSF's signature hereto.

Lease That certain Lease dated _____ between BNSF and National Passenger Railroad Corporation, Lease No. _____ .

Property That parcel of land situated in the City of Seattle, King County, Washington, shown as hatched black on the map marked Exhibit A attached hereto and made a part hereof, subject to revision as set forth below in Section 3 together with BNSF's rights, as landlord, in and to the Lease.

Review Period The period commencing on the Effective Date and expiring at 5:00 p.m. Pacific Standard time on the date that is thirty (30) days after the Effective Date.

DONATION

2. Subject to the terms and conditions set forth in this Agreement, BNSF agrees to quitclaim to Donee, and Donee agrees to accept from BNSF, all of BNSF's right, title and interest (if any), in and to the Property.

INSPECTION

3. (a) BNSF will prepare a legal description of the Property and will forward such description to Donee for Donee's review. Donee shall have ten (10) days following such delivery to notify BNSF in writing if Donee objects to such description. If Donee does not so object, then the description of the Property prepared by BNSF shall be the definition of the Property for all purposes under this Agreement.

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If Donee does so object, then Donee shall cause to be prepared a survey of the Property certified to BNSF, Donee and such other parties as Donee may choose showing the boundaries of the Property and any improvements located thereon (the "**Survey**"). If BNSF does not agree that the description of the Property contained on the Survey is the Property BNSF wishes to sell or otherwise objects to the Survey then BNSF may terminate this Agreement by written notice to Donee and neither party shall have any further obligation hereunder except those that expressly survive termination. If BNSF agrees in writing that the Survey description is accurate, then the description thereon shall be the definition of the Property for all purposes under this Agreement. In the event a city, county, or other governing authority where the Property is located (a "**Municipality**") requires a survey, plat or lot boundary adjustment to convey the Property (a "**Plat**"), the Donee shall obtain, at Donee's sole cost and expense, such Plat and the approval of such Municipality. BNSF shall execute all documents reasonably necessary for the Donee to obtain such Plat. BNSF's obligations hereunder are conditioned upon BNSF's approval of the Plat approved by the Municipality. Donee shall provide the proposed Plat to BNSF prior to submission to the Municipality and prior to the expiration of the Review Period.

(b) Donee shall have until the end of the Review Period to examine title to the Property. If Donee elects to obtain a title commitment for the Property Donee may deliver to BNSF no later than the expiration of the Review Period written notice of any objections to the status of title or matters reflected on the Survey that Donee may have together with a copy of such title commitment, Survey and all matters referenced therein. BNSF shall have no obligation to cure any such objection. If BNSF notifies Donee in writing that BNSF will cure any such objection BNSF (a) shall make good faith efforts to cure such matter by the Closing Date and if not cured by such date Donee may terminate this Agreement and neither party shall have any further obligation hereunder except those that expressly survive termination, and (b) may effect such cure by causing the title company issuing the title commitment to remove such matter as an exception from coverage by paying additional premium therefor or otherwise. If BNSF at any time notifies Donee in writing that BNSF is not willing or able to cure any of the such objections (including those which BNSF has previously endeavored to cure) then Donee or BNSF may terminate this Agreement by written notice to the other delivered within five (5) business days after BNSF so notifies Donee that BNSF is unwilling or unable to cure such objection. In the event of such termination neither party shall have any further obligation hereunder except those that expressly survive termination. If this Agreement is not so terminated, the parties shall proceed to Closing according to the remaining provisions of this Agreement.

(c) Prior to any entry upon the Property by Donee, Donee shall execute and deliver to BNSF an Entry and Confidentiality Agreement in the form attached hereto as Exhibit B and incorporated herein (the "**Entry Agreement**"). The terms and provisions of the Entry Agreement are incorporated herein, shall survive the Closing, shall not be merged into the Deed or any document delivered at Closing and shall survive any termination of this Agreement. Any breach by Donee of its obligations under the Entry Agreement shall be deemed a breach by Donee under this Agreement. Notwithstanding anything in this Agreement to the contrary, including the provisions of Section 6(a), nothing in this Agreement or the exercise of any remedy by BNSF under this Agreement shall limit or affect in any manner any remedy available to BNSF under the Entry Agreement in the event of a breach of Donee's obligations under the Entry Agreement.

(d) Donee shall have until the end of the Review Period to determine if the Property is suitable for Donee's purposes including, but not limited to, the status of zoning, physical characteristics and conditions of the Property, and compliance with applicable laws. If Donee determines that the Property is not suitable for Donee's purposes or if Donee for any reason or no reason wishes to terminate this Agreement, Donee may terminate this Agreement by written notice to BNSF received no later than the expiration of the Review Period. If Donee does so terminate this Agreement neither party shall have any further obligation hereunder except those that expressly survive termination. If Donee does not so terminate this Agreement prior to the end of the Review Period, the parties shall proceed to Closing

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according to the remaining provisions of this Agreement. Promptly upon BNSF's written request, Donee shall deliver a copy of any written inspection report, survey or test result received by Donee. If any of such items reveal any adverse conditions, BNSF may terminate this Agreement by written notice to Donee in which case neither party shall have any further obligation hereunder except those that expressly survive termination.

(e) Notwithstanding the foregoing provisions of Section 3(b), Donee shall not be entitled to object to any judgment against BNSF which may appear of record as a lien against the Property. BNSF shall pay such lien if and when it is judicially determined to be valid, and BNSF hereby indemnifies the Donee for all loss arising out of BNSF's failure to have a judgment lien so settled and satisfied. Notwithstanding the foregoing provisions of Section 3(b), Donee shall not be entitled to object to the lien of any of BNSF's mortgages. BNSF shall deliver to Donee, who shall place of record, good and sufficient releases of the liens of any mortgages on the Property securing indebtedness to which BNSF is obligated to pay within one hundred eighty (180) days after the first meeting of BNSF's Board of Directors held after the Closing. In the event BNSF shall be unable to obtain said releases for any reason, Donee may proceed to condemn any such lienhold interest, and BNSF shall be responsible for all the Donee's costs (including attorney's fees) associated with any such condemnation.

(f) Other Documents. BNSF shall make a diligent search for any of the following records in its possession:

1. All building plans and specifications. In particular, the City is interested in all as-builts of the Station.

2. All environmental documents related to the Station.

3. All leases, other than the Amtrak lease, operating agreements, concession agreements, etc.

4. Maintenance and operations records for the Station, including any bills or invoices for operations or maintenance in the last 5 years.

5. Any unresolved claims, lawsuits, agency actions involving the Station.

BNSF shall make any of the above records that it finds in its possession available to Donee for inspection and copying. Donee acknowledges and agrees that any such documents and reports that BNSF may discover have been provided for Donee's convenience, that BNSF does not make any representation or warranty concerning the accuracy or completeness of such documents, and that BNSF does not warrant that it has discovered every document in its possession that may meet Donee's request.

(g) BNSF shall remove all furniture, equipment, records, carpeting and other personal property from the second and third floors of the Property at least fifteen (15) days prior to the Closing Date.

CLOSING

4. (a) Subject to the terms of this Agreement, the Closing shall occur on the Closing Date. The Closing shall take place at Chicago Title Insurance Company, 1800 Columbia Tower, 701 Fifth Avenue, Seattle, WA 98104 (**"Escrow Agent"**). At the Closing Date Donee shall deliver the following to Escrow Agent:

(1) funds necessary to pay any closing costs associated with the conveyance of the Property to Donee;

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(2) the Donee Acknowledgement section of Internal Revenue Service Form 8283 in the form attached as Exhibit C (the "**Donation Acknowledgement**");

(3) the Charitable Contribution Receipt in the form attached as Exhibit D (the "**Contribution Receipt**");

(4) two counterparts of an Assignment and Assumption Agreement in the form attached as Exhibit E (the "**Assignment**");

(5) a Declaration of Restrictions, Covenants and Easements in the form attached as Exhibit F (the "**Declaration**"); and

(6) a Closing Statement and such other affidavits and certificates as are reasonably necessary or customary to consummate the transaction.

(b) Provided Donee has complied with all of its obligations under this Agreement, at Closing, BNSF shall deliver the following to Escrow Agent:

(1) a Quitclaim Deed in the form attached as Exhibit G (the "**Deed**") quitclaiming to Donee BNSF's interest, if any, in and to the Property;

(2) two counterparts of the Assignment;

(3) a Closing Statement and such other affidavits and certificates as are reasonably necessary or customary to consummate the transaction.

(c) Upon receipt of the deliveries described in this Section 4 and upon satisfaction of any escrow instructions provided by either of the parties that are not inconsistent with the terms of this Agreement, Escrow Agent shall do the following, in the following order:

(1) Assemble the counterparts of the Assignment;

(2) Deliver to BNSF (i) complete fully executed originals of the Donation Acknowledgment, Contribution Receipt, and Assignment to BNSF, and (ii) a copy of the Declaration;

(3) Deliver to Donee a complete fully executed original of the Assignment;

(4) Disburse any closing costs as shown on the Closing Statement;

(5) Record the Deed in the Recorder of Deeds Office for King County, Washington;

(6) Record the Declaration in the Recorder of Deeds Office for King County, Washington;

(7) When returned from recording, deliver to Donee the original Deed and a copy of the Declaration; and

(8) When returned from recording, deliver to BNSF a copy of the Deed and the original Declaration.

(d) After Closing BNSF and Donee shall each take such actions and execute and deliver such other documents or certificates that are necessary or advisable to (i) further effectuate the consummation

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of the transaction contemplated in this Agreement, or (ii) allow BNSF to take a tax deduction with regard to the donation described in this Agreement.

PRORATIONS AND CLOSING COSTS

5. (a) Real estate taxes and assessments payable or paid in the year of Closing shall be prorated by BNSF and Donee as of the Closing Date on the basis of the most recent ascertainable taxes assessed against the Property. If the Property is not separately assessed for tax purposes then there shall be no proration of taxes between Donee and BNSF, the parties shall cooperate post-Closing to cause the Property to be separately assessed and each party shall indemnify the other for any failure to pay real estate taxes and assessments due with respect to the properties constituting the tax parcel to which the Property is a part. Notwithstanding the foregoing, there shall be no proration for taxes to the extent the payment of same has been assumed by a tenant under an existing lease to be assigned to Donee. BNSF shall be responsible for all outstanding assessments on the Property levied or due to the date of Closing and afterward shall be paid by Donee.

(b) The parties shall cooperate so that utilities serving the Property that are not the responsibility of a tenant under a lease to be assigned to Donee at Closing, to the extent feasible, shall be switched into the name of Donee as of the Closing Date, so that a final statement can be issued to BNSF for the billing period ending on the Closing Date, and so that the first day of the first billing cycle in Donee's name can begin on the Closing Date. If, however, the final statement covering the final period of ownership by BNSF also includes periods of ownership by Donee, Donee shall pay BNSF at Closing the amount attributable to Donee's period of ownership. Donee shall be responsible to pay all utilities serving the Property due after Closing.

(c) Donee shall pay all closing costs associated with Closing including, but not limited to, any escrow fees, documentary stamps and other recording costs associated with this transaction, excise taxes, the cost of any state, county or local transfer taxes, the cost of the Survey, and the costs associated with any title insurance obtained by Donee.

(d) BNSF represents to the Donee that it has not entered into an agreement with any person for the sale of the Property which would entitle such person to a commission or other compensation for the sale of the Property. If any real estate broker or agent can establish a valid claim for commission or other compensation as a result of Donee having used their services in connection with the purchase of the Property, all such commission or other compensation shall be paid by Donee. BNSF shall not be liable for any real estate commissions or finders fees to any party with respect to the sale of the Property, except amounts due to Staubach Global Services – RR Inc. ("**Broker**") pursuant to a separate agreement. Donee acknowledges that Broker has advised and hereby advises Donee that the Broker is acting on behalf of the BNSF, with the duty to represent BNSF's interest, and Broker is not the agent of the Donee. If a policy of title insurance is to be obtained, Donee should obtain a commitment for title insurance which should be examined prior to closing by an attorney of Donee's choice. Prior to the execution of this Agreement, Broker has advised and hereby advises the principals of this transaction, that this Agreement is binding on them, and the principals hereby acknowledge that they have been so advised. Broker has no authority to execute any document on behalf of BNSF, make representations on behalf of BNSF or bind BNSF in any manner.

(e) The obligations of the parties in this Section 5, to the extent incurred, shall survive any termination of this Agreement.

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DEFAULT AND REMEDIES

6. (a) In the event of a default by Donee under the terms of this Agreement, BNSF's sole and exclusive remedies shall be: (a) terminate this Agreement whereupon the parties shall have no further obligations hereunder except those that expressly survive termination, or (b) waive such default and proceed Closing. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy BNSF may have at law or in equity for Donee's default or breach of any obligation hereunder to be performed by Donee after Closing.

(b) In the event of a default by BNSF under the terms of this Agreement, Donee's sole and exclusive remedies hereunder shall be to terminate this Agreement and receive an amount from BNSF not to exceed Five Thousand Dollars equal to the out-of-pocket expenses (including attorneys' fees) incurred by Donee in connection with this Agreement as evidenced by copies of third party invoices delivered to BNSF. Upon such termination and the payment of such sums by BNSF the parties shall have no further obligations hereunder except those that expressly survive termination. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Donee may have at law or in equity for BNSF's default or breach of any obligation hereunder to be performed by BNSF after Closing. Nothing contained herein shall limit any right Donee might otherwise have to condemn the Property.

NATURE OF SALE

7. (a) General The provisions of this Section 7 shall be binding on Donee, and its heirs, successors and assigns, shall be included in the Deed, shall be covenants running with the land and an equitable servitude on the land.

(b) As-Is Sale Donee acknowledges that, subject to the terms of this Agreement, it will have been given the opportunity to inspect and investigate the Property prior to Closing, including, but not limited to, the environmental condition of the Property. **DONEE SPECIFICALLY ACKNOWLEDGES THAT BNSF IS SELLING AND DONEE IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL KNOWN OR UNKNOWN PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM BNSF AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance of the Property, including any operations and activities conducted on the Property, with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the developmental potential of the Property, and Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; the condition of title to the Property, and the leases, easements, permits, orders, licensees, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"). Donee represents and warrants to BNSF that Donee has not relied and will not rely on, and BNSF is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by BNSF,

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the manager of the Property, or any real estate broker or agent representing or purporting to represent BNSF, to whomever made or given, directly or indirectly, orally or in writing.

(c) Assumption of Risks Donee assumes the risk that Hazardous Substances impact soil and groundwater at the Property and assumes the risk that other adverse matters may affect the Property that were not revealed in the analytical results provided by BNSF or by Donee's inspection. Donee assumes and agrees to pay for, perform and discharge in due course all liabilities for all environmental, ecological, health or other claims pertaining to the Property which relate to Condition of the Property or operations and activities conducted at the Property on or prior to the closing date, including, but not limited to, conducting any investigation, removal or remedial actions or implementing any institutional controls required by any state, federal or local authority or required by any Environmental Law imposing liability on any person for the existence of Hazardous Substances at the Property.

(d) Release Donee hereby unconditionally waives, releases, covenants not to sue, and discharges forever BNSF and BNSF's officers, directors, shareholders, employees and agents from any and all present or future claims, demands, suits, damages, Losses (defined below), injuries, liabilities, causes of actions, costs, expenses, fines, penalties, judgments (including, without limitation, attorneys' fees and legal costs) of any and every kind or character, known or unknown, which Donee could presently or in the future assert or allege against BNSF and BNSF's officers, directors, shareholders, employees and agents arising from or in any way related, in whole or part, to the Condition of the Property.

(e) Indemnity. **TO THE FULLEST EXTENT PERMITTED BY LAW, DONEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD BNSF HARMLESS FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS, SUITS, DAMAGES, LOSSES (DEFINED BELOW), INJURIES, LIABILITIES, CAUSES OF ACTIONS, COSTS, EXPENSES, FINES, PENALTIES, JUDGMENTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LEGAL COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH DONEE COULD PRESENTLY OR IN THE FUTURE ASSERT OR ALLEGE AGAINST BNSF AND BNSF'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS ARISING FROM OR IN ANY WAY RELATED, IN WHOLE OR PART, TO THE CONDITION OF THE PROPERTY, EVEN IF ARISING FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY ACT, OMISSION OR NEGLIGENCE OF BNSF. THE ONLY LIABILITIES WITH RESPECT TO WHICH DONEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.**

(f) Defense. Upon written notice from BNSF, Donee agrees to assume the defense of any lawsuit or other proceeding brought against BNSF by any entity, relating to any matter for which Donee has an obligation to assume liability for and/or save and hold harmless BNSF. Donee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

(g) Definitions The term "**Losses**" includes without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, and (b) damages for injury or death of any person. The term "**Environmental Law**" means any past, present or future federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including, but not limited to, the Resource

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Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Oil Pollution Act and any similar or comparable state or local law. The term "**Hazardous Substance**" means any "hazardous substance," "hazardous material," "solid waste," "hazardous waste," "oil," "pollutant," "contaminant," "hazardous air pollutant," "toxic chemical," "radioactive substance," "infectious substance," petroleum or petroleum product," "extremely hazardous substance," "pesticide," "chemical substance," "asbestos," "microorganism," or related substance in any quantity as those terms are generally understood or as those terms are now or hereafter defined in, or regulated by, any Environmental Law.

RESERVATIONS

8. The obligations in this Section 8 shall be binding upon Donee and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land benefiting BNSF and BNSF's successors and assigns. Donee may object to the reservations set forth in Section 8(a) below in accordance with the provision of Section 3 and if BNSF is unwilling or unable to cure such objection either party may terminate this Agreement as set forth in Section 3.

(a) Donee's interest in the Property is subject to the rights of National Passenger Railroad Corporation ("**Amtrak**") in and to the Property pursuant to (i) the Rail Passenger Service Act (49 U.S.C. 24309 et seq.) as amended, and (ii) the agreement between Amtrak and the predecessors in interest of BNSF dated September 1, 1996 concerning, in part, the provision of BNSF facilities to Amtrak. Donee shall provide Amtrak with operating capacity within the Property on conditions and terms that will satisfy and be entirely consistent with all of BNSF's obligations to Amtrak in such regard. Occupancy and/or uses by Amtrak may include the right of Amtrak to contract for limited food services within the Property incidental to its operations. It is the intent of the parties that Amtrak's rights with respect to the Property will not, in any way, be changed due to the donation of the Property by BNSF to Donee.

(b) Donee's interest shall be subject to the rights and interests of all third parties in and to the Property including, but not limited to, all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property and whether or not of public record. Donee and BNSF acknowledge and agree that any revenue that may accrue to BNSF from such interest holders is de minimis.

(c) BNSF shall have a perpetual easement on the Property for the use of any presently existing or future driveways, roads, or access ways located on the Property for purposes of vehicular and pedestrian ingress and egress to and from BNSF's right of way for the purpose of maintaining, repairing, operating or repairing such right of way. It is understood and agreed by BNSF and Donee that such use does not unduly burden Donee's intended use of the Property.

(d) Any improvements constructed or altered on the Property after the date BNSF quitclaims its interest to Donee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of BNSF's railroad tracks on nearby property.

(e) Donee acknowledges and affirms that BNSF may not hold fee simple title to the Property, that BNSF's interest in the Property, if any, may rise only to the level of an easement for railroad purposes. Donee is willing to accept BNSF's title to the Property, if any, on this basis and expressly releases BNSF, its successors and assigns from any claims that Donee or its successors may have as a result of an abandonment of the line of rail running over or adjacent to the Property. In light of BNSF's disclosure that it may not hold a fee interest in the Property, Donee agrees to indemnify, defend and hold BNSF harmless from any suit or claim for damages, punitive or otherwise, expenses, attorneys' fees, or

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civil penalties that may be imposed on BNSF as the result of any person or entity claiming an interest in the Property or claiming that BNSF did not have the right to transfer the Property to Donee.

REPRESENTATIONS

9. Donee represents and warrants to BNSF that if Donee is other than a natural person or persons that it is a validly formed city under the laws of the State of Washington; that it is in good standing in the state of its organization and in the state in which the Property is located; that it has all requisite authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Donee are duly authorized to so do. Donee represents and warrants to BNSF that it is not subject to any bankruptcy proceeding. BNSF represents and warrants to Donee that it is a validly formed corporation under the laws of the State of Delaware; that it is in good standing in the state of its organization and in the state in which the Property is located; that it is not subject to any bankruptcy proceeding; that it has all requisite corporate authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of BNSF are duly authorized to so do. It shall be a condition of each party's obligations to Close this transaction that the representations and warranties of the other party contained herein are true and accurate as of Closing, provided, however that if one party waives such condition by proceeding to Close with knowledge that any of the second party's representations or warranties are inaccurate, the second party shall have no liability with respect to such inaccuracy known by the first party.

MISCELLANEOUS

10. (a) Any notice under this Agreement must be written. Notices must be either (i) hand-delivered; (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient; (iii) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that such transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received. All notices shall be addressed to the address of the recipient indicated below the signature of such party below. Either party may change its address for notice by proper notice to the other party.

(b) Nothing in this Agreement shall prevent BNSF from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

(c) If, prior to Closing, the Property or any portion thereof is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain to any extent whatsoever then either party may terminate this Agreement by written notice to the other within thirty (30) days after notice of such fact (but in any event prior to Closing). If so terminated, neither party shall have any further obligations hereunder except those that expressly survive termination. If not so terminated the parties shall proceed with the Closing.

(d) Time is of the essence of each of the party's respective obligations under this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

(e) This Agreement and, to the extent executed, the Entry Agreement, contains the entire Agreement between BNSF and Donee with respect to the Property. Oral statements or prior written matters not specifically incorporated into this Agreement are superceded hereby. No variation, modification, or change to this Agreement or the Entry Agreement shall bind either party unless set forth in a document signed by both parties. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any

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term of this Agreement. The captions above the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Each party has had the opportunity to have counsel review this Agreement and the Entry Agreement and, therefore, no rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement, the Entry Agreement or any closing document. This Agreement and the Entry Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute the same Agreement. This Agreement and the Entry Agreement are intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the Entry Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement and the Entry Agreement (to the extent executed) shall continue in full force and effect, but without giving effect to such term or provision.

(f) Donee may not assign its interest in this Agreement or the Entry Agreement without BNSF's prior written consent. The provisions of this Agreement and, to the extent executed, the Entry Agreement, shall bind BNSF, the Donee, and their heirs, executors, administrators, successors and assigns and shall and inure to the benefit of the BNSF, the Donee and their heirs, executors, administrators, permitted successors and assigns. If Donee is more than one person or entity, Donee's obligations under this Agreement and, to the extent executed, the Entry Agreement shall be joint and several.

(g) Unless otherwise herein provided, any conveyance shall exclude BNSF's railroad tracks and appurtenances thereto, all of which may be removed by BNSF within 90 days following conveyance of the Property, and if not removed, shall be deemed abandoned by the BNSF without obligation on the BNSF's part and shall thereafter be and become the Property of the Donee in place. Notwithstanding the foregoing, BNSF shall not have to remove any improvements or fixtures for which an easement has been reserved hereunder or in the deed.

(h) BNSF is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder. BNSF shall, upon request of Donee, complete an affidavit to this effect and deliver it to Donee on or before closing of said sale.

(i) The provisions of Sections 5-8 and Section 10 of this Agreement shall survive Closing and shall not be merged into the Deed or any other document delivered at Closing. The provisions of Section 9 of this Agreement shall survive Closing for a period of one year and shall not be merged into the Deed or any other document delivered at Closing. Nothing in this section shall alter any requirement in any other Section of this Agreement for the provisions of such section to be incorporated into the Deed, such as Sections 7 and 8.

(j) If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and discovery or investigation expenses in addition to any other relief to which that party may be entitled.

(k) BNSF AND DONEE IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

(l) The following exhibits are attached hereto and incorporated herein:

Exhibit A: Depiction of Property
Exhibit B: Entry Agreement

BNS CITY CLERK

Exhibit C:	IRS Form 8283
Exhibit D:	Form of Contribution Receipt
Exhibit E:	Form of Assignment
Exhibit F:	Form of Declaration
Exhibit G:	Form of Deed

[Remainder of Page Intentionally Left Blank]

CITY CLERK

IN WITNESS WHEREOF, Donee and BNSF have executed this Agreement to be effective as of the Effective Date.

DONEE:

CITY OF SEATTLE, WASHINGTON

By:_____
Print Name:_____
Title:_____

Donee's Address:

_____
_____
_____
Attn:_____
Fax:_____
Phone:_____

Donee's SSN or EIN:_____

BNSF:

BNSF RAILWAY COMPANY

By:_____
Print Name:_____
Title:_____

BNSF's Address:

2500 Lou Menk Drive
AOB-3
Fort Worth, TX 76131
Attn: Mark Ude

_____
Date of BNSF's Execution (Effective Date)

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EXHIBIT A

[Attach Map showing Property cross-hatched in black]

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EXHIBIT B

ENTRY AND CONFIDENTIALITY AGREEMENT

THIS ENTRY AND CONFIDENTIALITY AGREEMENT ("**Agreement**") is made as of the Effective Date (defined below) by THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation ("**Railroad**") and _____ ("**Permittee**").

WHEREAS, Permittee as Donee and Railroad as BNSF have entered into that certain Real Estate Donation Agreement (the "**Donation Agreement**") dated as of _____ [Insert Effective Date of Purchase and Sale Agreement] concerning the property(ies) set forth therein (the "**Property**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Donation Agreement.

WHEREAS, in order to evaluate the acquisition of the Property, Permittee has requested access to the Property to inspect the condition of the Property.

WHEREAS, Railroad is willing to permit such access only on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. RIGHT OF ENTRY. In accordance with the provisions of this Agreement, Railroad hereby grants Permittee a non-exclusive, revocable license, subject to all rights, interests, and estates of third parties including, without limitation, any leases, licenses, easements, liens, or other encumbrances, to enter the Property for the purpose of inspecting the Property for said potential acquisition and for no other purpose or use.

2. RESTRICTIONS CONCERNING ENTRY.

(a) Permittee shall enter the Property only during normal business hours and may inspect the condition thereof and conduct such surveys and to make such engineering and other inspections, tests and studies as Permittee shall determine to be reasonably necessary, all at Permittee's sole cost and expense. Notwithstanding the foregoing, Permittee shall not conduct or allow any physically intrusive testing of, on or under the Property and under no circumstances shall Permittee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Property unless Permittee has obtained prior written approval from Railroad, which approval may be withheld in Railroad's sole discretion.

(b) Permittee agrees to give Railroad notice at least five (5) business days prior to any such entry, examinations or surveys and Railroad has the right to be present during any such entry, examination or survey. Such notice shall be made to Railroad's Roadmaster at _____ [fill in address and phone # of Roadmaster] _____. Permittee agrees to conduct all examinations and surveys of the Property in a manner that will not interfere with the operations or improvements of Railroad or other lessees, Permittees or license holders and in such a manner and not at any time

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to be a source of danger to or interference with the existence or use of present of future tracks, roadbed or property of Railroad, or the safe operation and activities of Railroad.

(c) Permittee shall comply with, and cause its agents to comply with, any and all laws, statutes, regulations, ordinances, rules, orders, common law, covenants or restrictions (**"Legal Requirements"**) applicable to the Property and their activities thereon and any and all safety requirements of Railroad and if ordered to cease any activities upon the Property by Railroad's personnel Permittee shall immediately do so. Notwithstanding the foregoing right of Railroad, the parties agree that Railroad has no duty or obligation to monitor Permittee's activities on the Property to determine the safe nature thereof, it being solely the Permittee's responsibility to ensure that Permittee's activities on the Property are safe. Neither the exercise nor failure by Railroad to exercise any rights granted in this Section will alter the liability allocation provided by this Agreement.

(d) Permittee shall not harm or damage the Property or cause any claim adverse to Railroad.

(e) Permittee shall promptly reimburse Railroad for any additional costs/expenses incurred by Railroad in connection with such safety requirements (including, but not limited to, furnishing a flagman if Railroad determines that furnishing a flagman is necessary during any such examinations or surveys).

(f) Permittee will not have more than 5 persons present on any individual Property at one time. Any officer, employee, agent, contractor, consultant, lender, surveyor or attorney entering the Property on behalf of or at the direction of Permittee, shall be deemed agents of Permittee for purposes of this Agreement.

3. TERM. This Agreement shall commence on the date Railroad executes this Agreement as indicated below its signature (the **"Effective Date"**) and shall be in effect until the earlier of the date the Donation Agreement is terminated pursuant to its terms, or the Closing Date. No expiration or termination of this Agreement shall release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events occurring prior to the date of termination or expiration.

4. INSURANCE. Donee shall provide BNSF with evidence in a form reasonable satisfactory to BNSF of Donee's self-insured status.

5. COMPLETION OF INSPECTION. Upon completion of any inspection by Permittee or its agents on the Property or upon the expiration or termination of this Agreement, whichever shall occur first, Permittee shall, at its sole cost and expense:

(a) remove all of its equipment from the Property;

(b) report any damage to the Property arising from, growing out of, or connected with Permittee's entry upon the Property and restore the Property to its condition immediately prior to such entry by Permittee or its agents;

(c) remedy any unsafe conditions on the Property created by Permittee or its agents; and

6. INDEMNITY.TO THE FULLEST EXTENT PERMITTED BY LAW, PERMITTEE SHALL INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS

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RAILROAD AND RAILROAD'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

(a) ANY BREACH OF THIS AGREEMENT BY PERMITTEE INCLUDING, BUT NOT LIMITED TO, PERMITTEE'S OBLIGATION TO COMPLY AND CAUSE ITS AGENTS TO COMPLY WITH LEGAL REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, WORKERS' COMPENSATION AND CERCLA,

(b) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT,

(c) PERMITTEE'S OR ITS AGENTS ACTIVITIES UPON OR USE OF ANY OF THE PROPERTY, OR

(d) ANY ACT OR OMISSION OF PERMITTEE OR PERMITTEE'S AGENTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH PERMITTEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

7. CONFIDENTIALITY. Except to the extent otherwise required by Legal Requirements, Permittee shall not disclose to any third parties any information Permittee discovers or obtains concerning the Property as a result of any inspections, surveys, tests or other activities conducted with respect to the Property (**"Confidential Information"**) including, but not limited to, any oral, electronic or written information provided by Railroad or on Railroad's behalf. Notwithstanding the foregoing, Donee may disclose Confidential Information to those of Donee's agents directly involved with Permittee with respect to the acquisition of the Property, provided such individuals and firms have agreed to maintain the confidentiality of Confidential Information pursuant to this Agreement and provided further that Permittee shall be liable hereunder for any breach by such parties of such obligation. Confidential Information shall not include information that is or becomes in the public domain other than as a result of a breach by Permittee or its agents. If Permittee or any of it's agents receive a request to disclose any part of the Confidential Information, Permittee shall (a) notify Railroad immediately of the existence, terms and circumstances of such request, (b) consult with Railroad on the advisability of taking legally available steps to resist or narrow such requests, and (c) if disclosure of such Confidential Information is required to prevent Permittee being held in contempt or subject to other penalty, shall (i) furnish only such information as is legally required to be so disclosed, and (ii) use its best efforts to obtain an order or other reliable assurance that confidential treatment will be afforded to the disclosed Confidential Information. If the transaction contemplated in the Donation Agreement does not close for any reason then Permittee, to the extent permitted by Legal Requirements, shall, promptly upon Railroad's request, forward to Railroad all Confidential Information without keeping any copies thereof.

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8. DEFAULT. Permittee acknowledges and agrees that in the event of a breach of this Agreement, Railroad would be irreparably harmed and could not be made whole by monetary damages. Accordingly, in addition to any other remedy to which it may be entitled at law, in equity or under this Agreement, Railroad shall be entitled to injunctive relief (without the posting of any bond and without proof of actual damages) to prevent such breach and/or to compel specific performance. Permittee and its agents shall not oppose the granting of such relief. In the event of any breach by Permittee or its agents under this Agreement, Railroad may terminate this Agreement and shall be entitled to any other remedy available at law, in equity or under this Agreement. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any term of this Agreement.

9. GOVERNING LAW, JURY WAIVER. All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the laws of the State of Washington without regard to principles of conflicts of law. Any action relating to this Agreement may be brought in the courts of King County, Washington. PERMITTEE AND RAILROAD IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

10. DONATION AGREEMENT. The provisions of this Agreement shall be deemed incorporated into the Donation Agreement, shall survive the closing thereunder and shall not be merged into the deed conveying the Property or any other closing document, provided, however that nothing in the Donation Agreement shall limit or modify any remedy available to Railroad under this Agreement for a breach by Permittee of its obligations under this Agreement. All notices hereunder shall be delivered in the manner set forth in the Donation Agreement.

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

PERMITTEE:	RAILROAD:
_____	BNSF RAILWAY COMPANY
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
	_____
	Date of Execution by Railroad (Effective Date)

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EXHIBIT C

IRS Form 8283 - Attached

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EXHIBIT D

CHARITABLE CONTRIBUTION RECEIPT

Substantiation for Charitable Donations of $250 or More

Internal Revenue Code Section 170(f)(8) requires that the recipient (Donee) of any single charitable gift of $250 or more give the donor written confirmation of the receipt of such a gift, including a description and a good faith estimate of the value of any goods and services provided by the recipient (Donee) in exchange for the donor making the gift.

In order to comply with this code section, _____ hereby certifies that we received the following contribution from Burlington Northern Santa Fe Corporation:

Cash or check in the amount of: $_____

Or

Property consisting of: _____

_____

Date contribution received: _____

Were any goods and/or services **provided to** BNSF RAILWAY COMPANY in return for this contribution?

Yes_____ No___X___

If yes, a description of those goods and services is provided below with a statement of monetary value:

_____

Value: $_____

Organization Name: _____

Address: _____

Telephone/Fax: _____

Organization Tax ID#: _____

Signature: _____ Date: _____

Name: _____ Title: _____

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EXHIBIT E

Bill of Sale and Assignment

THIS BILL OF SALE AND ASSIGNMENT IS MADE and entered into this _____ day of , 200__, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Assignor**") and _____, a _____ ("**Assignee**").

WHEREAS, Assignor is conveying to Assignee certain real property ("**Land**") located in _____ County, _____, more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with certain improvements ("**Improvements**") thereon; and

WHEREAS, Assignor desires to assign to Assignee certain rights and interests relating to the Land and/or Improvements.

NOW, THEREFORE, Assignor, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, Assignor and Assignee agree as follows:

1. Assignor assigns and quitclaims to Assignee (a) all tangible personal property owned by Assignor located on the Property as of the date of this Assignment and used in connection with the operation or maintenance of the Improvements (collectively, the "**Personal Property**"), and (b) Assignor's rights, as landlord, in and to that certain Lease dated _____ between Assignor and National Passenger Railroad Corporation, Lease No. _____ (the "**Lease**"). The Personal Property and Lease are collectively referred to as the "**Property**".

2. Assignee assumes from Assignor all obligations under the Lease arising from and after the date of this Assignment. Assignee shall indemnify, defend and hold Assignor harmless from and against all liabilities, claims, costs and expenses arising from or related to the Lease to the extent accruing from or after the date of this Assignment.

3. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This agreement may be executed in counterparts, each of which shall be deemed to be an original; but, such counterpart when taken together shall constitute but one agreement

EXECUTED as of the date first hereinabove written.

ASSIGNOR:

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

Attach: Exhibit A

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EXHIBIT F

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EXHIBIT G

Return Address:
BNSF Railway Company
2500 Lou Menk Dr.
AOB-3
Fort Worth TX 76131
Attn: Real Estate

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s): Quit Claim Deed	
Reference Number(s) of Documents assigned or released: _____	
Grantor(s): BNSF Railway Company ☐ Additional names on page _____ of document.	
Grantee(s): The City of Seattle, Washington ☐ Additional names on page _____ of document.	
Legal Description: (abbreviated) ☐ Additional legal is on page _____ of document.	
Assessor's Property Tax Parcel/Account Number: _____	

BNS CITY CLERK

QUIT CLAIM DEED

BNSF RAILWAY COMPANY, for valuable consideration in hand paid, conveys and quit claims to THE CITY OF SEATTLE, WASHINGTON, GRANTEE, the following-described real property located in King County, Washington, including any interest therein which Grantors may hereafter acquire:

See legal description attached hereto as Exhibit "A",
Subject to the Permitted Exceptions listed on "Exhibit B", and
Subject to the Deed Restrictions stated on "Exhibit C" .

The Exhibits attached hereto are incorporated herein by reference.

DATED this _____ day of _____, 2006.

BNSF RAILWAY COMPANY

By: _____
Its: _____

Accepted and approved by:

THE CITY OF SEATTLE
By: _____
Its: _____

Approved as to form by:

THE CITY OF SEATTLE LAW DEPARTMENT
By: _____
Its: _____

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STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of BNSF RAILWAY COMPANY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2005.

Notary Seal

_____
_____ (Print Name)
Notary Public
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of THE CITY OF SEATTLE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
_____ (Print Name)
Notary Public
Residing at: _____
My appointment expires: _____

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EXHIBIT "A" – Quitclaim Deed

Legal Description

CITY CLERK

EXHIBIT "B" – Quitclaim Deed

Permitted Exceptions

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EXHIBIT "C" – Quitclaim Deed

Deed Restrictions

GRANTEE and each successor in interest to GRANTEE hereby agrees that during its ownership of the Property, it shall perform, observe and comply with the following covenants, conditions and restrictions. The provisions of this Exhibit "C" shall be binding on GRANTEE, its heirs, successors and assigns, and shall be covenants running with the land and an equitable servitude on the land. The following shall not provide any rights to, or be for the benefit of, any person or entity other than the Grantor under this Quit Claim Deed, its successors and assigns (collectively, the "Beneficiary"). The Beneficiary may seek to enforce these deed restrictions through an action for specific performance, a claim for damages, an action injunctive relief, or any other remedy available at law or in equity.

1. **As-Is Sale.** GRANTEE acknowledges that it has been given the opportunity to inspect and investigate the Property prior to the date of this Deed, including, but not limited to, the environmental condition of the Property. **GRANTEE SPECIFICALLY ACKNOWLEDGES THAT GRANTOR IS CONVEYING AND GRANTEE IS OBTAINING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL KNOWN OR UNKNOWN PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance of the Property, including any operations and activities conducted on the Property, with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the developmental potential of the Property, and Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; the condition of title to the Property, and the leases, easements, permits, orders, licensees, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"). GRANTEE represents and warrants to GRANTOR that GRANTEE has not relied and will not rely on, and GRANTOR is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by GRANTOR, the manager of the Property, or any real estate broker or agent representing or purporting to represent GRANTOR, to whomever made or given, directly or indirectly, orally or in writing.

2. **Assumption of Risks.** GRANTEE assumes the risk that Hazardous Substances may have impacted soil and groundwater at the Property and assumes the risk that other adverse matters may affect the Property that were not revealed in the analytical results provided by GRANTOR or determined by GRANTEE's inspection. GRANTEE assumes and agrees to pay for, perform and discharge in due course all liabilities for all environmental, ecological, health or other claims pertaining to the Property which relate to the Condition of the Property or operations and activities conducted at the Property on or prior to the date of this Deed, including, but not limited to, conducting any investigation, removal or remedial actions or implementing any institutional controls required by any state, federal or local authority or required by any Environmental Law imposing liability on any person for the existence of Hazardous Substances at the Property.

3. **Release.** GRANTEE hereby unconditionally waives, releases, covenants not to sue, and discharges forever GRANTOR and GRANTOR's officers, directors, shareholders, employees and agents from any and all present or future claims, demands, suits, damages, Losses (defined below), injuries, liabilities, causes of actions, costs, expenses, fines, penalties, judgments (including, without limitation, attorneys' fees and legal costs) of any and every kind or character, known or unknown, which GRANTEE could presently or in the future assert or allege against GRANTOR and GRANTOR's officers, directors,

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shareholders, employees and agents arising from or in any way related, in whole or part, to the Condition of the Property.

4. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS, SUITS, DAMAGES, LOSSES (DEFINED BELOW), INJURIES, LIABILITIES, CAUSES OF ACTIONS, COSTS, EXPENSES, FINES, PENALTIES, JUDGMENTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LEGAL COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH GRANTEE COULD PRESENTLY OR IN THE FUTURE ASSERT OR ALLEGE AGAINST GRANTOR AND GRANTOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS ARISING FROM OR IN ANY WAY RELATED, IN WHOLE OR PART, TO THE CONDITION OF THE PROPERTY, EVEN IF ARISING FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY ACT, OMISSION OR NEGLIGENCE OF GRANTOR. THE ONLY LIABILITIES WITH RESPECT TO WHICH GRANTEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

5. Defense. Upon written notice from GRANTOR, GRANTEE agrees to assume the defense of any lawsuit or other proceeding brought against GRANTOR by any entity, relating to any matter for which GRANTEE has an obligation to assume liability for and/or save and hold harmless GRANTOR. GRANTEE shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

6. Definitions. The term "**Losses**" includes without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, and (b) damages for injury or death of any person. The term "**Environmental Law**" means any past, present or future federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Oil Pollution Act and any similar or comparable state or local law. The term "**Hazardous Substance**" means any "hazardous substance," "hazardous material," "solid waste," "hazardous waste," "oil," "pollutant," "contaminant," "hazardous air pollutant," "toxic chemical," "radioactive substance," "infectious substance," petroleum or petroleum product," "extremely hazardous substance," "pesticide," "chemical substance," "asbestos," "microorganism," or related substance in any quantity as those terms are generally understood or as those terms are now or hereafter defined in, or regulated by, any Environmental Law.

7. RESERVATIONS

7.1 GRANTEE's interest in the Property is subject to the rights of National Passenger Railroad Corporation ("**Amtrak**") in and to the Property pursuant to (i) the Rail Passenger Service Act (49 U.S.C. 24309 et seq.) as amended, and (ii) the agreement between Amtrak and the predecessors in interest of GRANTOR dated September 1, 1996 concerning, in part, the provision of GRANTOR facilities to Amtrak. GRANTEE shall provide Amtrak with operating capacity within the Property on conditions and terms that will satisfy and be entirely consistent with all of GRANTOR's obligations to Amtrak in such regard. Occupancy and/or uses by Amtrak may include the right of Amtrak to contract for limited food services within the Property incidental to its operations. It is the intent of the parties that Amtrak's rights with respect to the Property will not, in any way, be changed due to the donation of the Property by GRANTOR to GRANTEE.

7.2 GRANTEE's interest shall be subject to the rights and interests of all third parties in and to the Property including, but not limited to, all existing driveways, roads, utilities, fiber optic lines, tracks,

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wires and easements of any kind whatsoever on the Property and whether or not of public record. GRANTEE and GRANTOR acknowledge and agree that any revenue that may accrue to GRANTOR from such interest holders is de minimis.

7.3 GRANTOR shall have a perpetual non-exclusive easement on the Property for the use of any presently existing or future driveways, roads, or access ways located on the Property for purposes of vehicular and pedestrian ingress and egress to and from GRANTOR's right of way for the purpose of maintaining, repairing, operating or repairing such right of way. It is understood and agreed by GRANTOR and GRANTEE that such use does not unduly burden GRANTEE's intended use of the Property.

7.4 Any improvements constructed or altered on the Property after the date GRANTOR quitclaims its interest to GRANTEE shall be constructed or altered in such a manner to provide adequate drainage of water away from any of GRANTOR's railroad tracks on nearby property.

7.5 GRANTEE acknowledges and affirms that GRANTOR may not hold fee simple title to the Property, that GRANTOR's interest in the Property, if any, may rise only to the level of an easement for railroad purposes. GRANTEE is willing to accept GRANTOR's title to the Property, if any, on this basis and expressly releases GRANTOR, its successors and assigns from any claims that GRANTEE or its successors may have as a result of an abandonment of the line of rail running over or adjacent to the Property. In light of GRANTOR's disclosure that it may not hold a fee interest in the Property, GRANTEE agrees to indemnify, defend and hold GRANTOR harmless from any suit or claim for damages, punitive or otherwise, expenses, attorneys' fees, or civil penalties that may be imposed on GRANTOR as the result of any person or entity claiming an interest in the Property or claiming that GRANTOR did not have the right to transfer the Property to GRANTEE.

EXHIBIT 1

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CONSENT AND AGREEMENT

This Consent and Agreement ("**Agreement**") is entered into as of the _____ day of _____, 2006 among BNSF Railway Company ("**BNSF**"), The City of Seattle, Washington ("**City**") and National Passenger Railroad Corporation ("**Amtrak**").

Recitals:

A. Pursuant to the Rail Passenger Service Act (49 U.S.C. 243 et seq.) (the "**Act**"), BNSF and Amtrak have entered into that certain Agreement dated September 1, 1996 (the "**Amtrak/BNSF Agreement**") whereby BNSF makes certain of its facilities available for use by Amtrak including but not limited to the station located in Seattle, Washington commonly known as "King Street Station" and whereby Amtrak agrees to pay for operating and other costs attributable to such facilities.

B. BNSF and Amtrak have also entered into that certain Lease dated _____ (the "**Lease**") whereby Amtrak leases from BNSF certain space within King Street Station.

C. BNSF and City have entered into a Donation Agreement dated as of the date hereof (the "**Donation Agreement**") whereby BNSF has agreed to donate to City King Street Station including the land and certain parking areas as more particularly described in the Donation Agreement subject to Amtrak's rights to use King Street Station as contemplated in the Amtrak/BNSF Agreement and the Act. One of the primary purposes of the donation is to facilitate certain improvements that will be made to the physical condition of King Street Station. These improvements will benefit Amtrak and City.

D. Pursuant to the Donation Agreement, BNSF has assigned to City and City has assumed from BNSF, BNSF's rights and obligations under the Amtrak/BNSF Agreement solely as they relate to King Street Station and under the Lease.

E. The parties hereto wish to enter into this Agreement to (i) evidence Amtrak's consent to the donation of King Street Station as contemplated in the Donation Agreement, and (ii) verify Amtrak's continuing rights and obligations with respect to its use of King Street Station.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amtrak consents to the donation of King Street Station as contemplated in the Donation Agreement.

2. Amtrak certifies to City that (a) attached hereto as Exhibit A is a true, correct and complete copy of the Amtrak/BNSF Agreement and the Lease, as the same may have been modified or amended, and (b) Amtrak has not defaulted and is not currently in default in its obligations under the Amtrak/BNSF Agreement relating to King Street Station or Lease and, to Tenant's knowledge, BNSF has not defaulted and is not currently in default in any of its obligations under the Amtrak/BNSF Agreement with respect to King Street Station or the Lease. Neither Amtrak nor, to Amtrak's knowledge, BNSF has committed any breach under the Lease or Amtrak/BNSF Agreement which, alone or with the passage of time, the giving of notice, or both, would constitute a default thereunder that would affect the parties' respective rights and obligations regarding King Street Station.

EXHIBIT 2

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3. City and Amtrak agree that upon City's acquisition of King Street Station, (a) Amtrak will attorn to and recognize City as the landlord under the Amtrak/BNSF Agreement with respect to King Street Station and under the Lease, with the same force and effect as if they were a direct agreements between City and Amtrak, (b) City will recognize Amtrak's rights to occupy and use King Street Station in accordance with the terms and conditions set forth in the Act and the Amtrak/BNSF Agreement with respect to King Street Station and under the Lease, with the same force and effect as if they were direct agreements between City and Amtrak, (c) City will not be liable for any defaults under the Amtrak/BNSF Agreement or Lease or other acts or omissions of City's predecessors in interest in King Street Station (including, but not limited to, BNSF), (d) City will have no obligation under the Amtrak/BNSF Agreement with respect to any facilities other than King Street Station, and (e) no modification of the Amtrak/BNSF Agreement between BNSF and Amtrak and no default by any party under the Amtrak/BNSF Agreement with respect to facilities other than King Street Station will affect the rights and obligations of Amtrak or City with respect to King Street Station.

4. Amtrak and BNSF agree that upon City's acquisition of King Street Station, no default by City or Amtrak under the Lease or the Amtrak/BNSF Agreement with respect to King Street Station will be considered a default under the Amtrak/BNSF Agreement as between BNSF and Amtrak or affect the rights and obligations of Amtrak and BNSF with respect to facilities other than King Street Station.

5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be considered the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into among the parties as of the date and year first above written.

National Passenger Railroad Corporation

By:_____
Name:
Title:

BNSF Railway Company

By:_____
Name:
Title:

City of Seattle, Washington

By:_____
Name:
Title:

Attachment: Exhibit A: Amtrak/BNSF Agreement and Lease

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Amtrak Signature Copy

AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

BURLINGTON NORTHERN RAILROAD COMPANY
AND
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

DATED: September 1, 1996

Exhibit A of
Exhibit 2

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THIS AGREEMENT is between National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act now codified at Title 49 US Code Section 24101 et seq. (hereafter referred to as the "Act"), and the laws of the District of Columbia, having offices at 60 Massachusetts Avenue, N.E., Washington, DC 20002 (hereafter referred to as "Amtrak"), and Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company, having offices at 2600 Lou Menk Drive, PO Box 961034, Fort Worth, TX 76131 (together hereafter referred to as "BNSF").

WHEREAS, as of April 16, 1971, BNSF's predecessors entered into Agreements with Amtrak (hereinafter collectively referred to as the "Basic Agreement") with respect to the provision of services and facilities for intercity rail passenger operations, which Basic Agreement has subsequently been amended and consolidated;

WHEREAS, Amtrak brought a proceeding before the Surface Transportation Board, docketed as STB Finance Docket No. 32911, to ensure continued Amtrak operations on BNSF rail lines after the expiration of the Basic Agreement, and the parties wish to dismiss the Surface Transportation Board proceeding and have the terms of the Basic Agreement and other prior agreements between the parties govern Amtrak operations for the period May 1, 1996 until the effective date of this Agreement; and

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WHEREAS, Amtrak and BNSF have agreed to completely restate the Basic Agreement as amended to provide for continuing Amtrak operations on BNSF's Rail Lines at least through August 31, 2011, and have also agreed to terminate all other agreements between the parties in effect as of September 30, 1996, except for the other agreements specified in Appendix VI.

NOW THEREFORE, the parties agree 1) to jointly move for the dismissal of the proceeding in STB Finance Docket No. 32911, 2) the Basic Agreement and other agreements that were in effect on April 30, 1996 govern Amtrak operations on BNSF rail lines for the period May 1, 1996 until the effective date of this Agreement, and 3) effective on the first day of the month in which this Agreement is executed by both parties, except for the other agreements identified in Appendix VI that shall remain in effect, to terminate and supersede all agreements between the parties and replace them with this Agreement as follows:

ARTICLE I

DEFINITIONS

Intercity Rail Passenger Service is defined as all passenger service (except commuter rail passenger service) operated by Amtrak over the lines of BNSF.

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Intercity Rail Passenger Trains are defined as all trains operated in Intercity Rail Passenger Service (hereafter sometimes referred to as "Amtrak trains").

Rail Lines are defined as BNSF's rights of way and real properties appurtenant thereto that are necessary to operate Amtrak's Intercity Rail Passenger Service, together with the roadway structures, signal systems, and other facilities thereof or appurtenant thereto used in connection with the actual operation of Amtrak trains and all of BNSF's rights to use such properties of others, subject to the terms of any applicable BNSF agreements for the use of such property of others.

ARTICLE II

[Reserved]

ARTICLE III

THE SERVICES

Section 3.1 Right to Services.

Subject to and in accordance with the terms and conditions of this Agreement, BNSF agrees to provide Amtrak with the use of facilities and the services requested by Amtrak for or in connection with the operation of Amtrak's Intercity Rail Passenger Service, including the carrying of mail and express on Intercity Rail Passenger Trains to the extent authorized by the Act. The routes, schedules, and consists shall be compatible with the physical capabilities of BNSF.

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Section 3.2A Modification of the Services.

Amtrak shall have the right from time to time to request, and, subject to and in accordance with the terms and conditions of this Agreement, including Section 3.3, BNSF hereby agrees to provide modified or additional services, including special trains. Such modified or additional services (except emergency services as set forth in subsection B below) shall be provided by BNSF upon the filing by Amtrak with BNSF of a request on a date sufficiently in advance of the date upon which any such request is to become effective to permit adequate joint planning and joint preparation for the modified or additional services provided for in such request. The services requested shall be subject to the physical limitations of BNSF and shall give due regard to BNSF's speed, weight, and other operating restrictions and rules and safety standards and to the avoidance of unreasonable interference with the adequacy, safety, and efficiency of its other railroad operations. In applying the foregoing, recognition shall be given to the importance of fast and convenient schedules and passenger comfort and convenience to the success of Amtrak's Intercity Rail Passenger Service.

Section 3.2B Emergency Service.

Amtrak shall have the right to request and, subject to and in accordance with the terms and conditions of this Agreement, BNSF hereby agrees to provide emergency services on Rail Lines of BNSF or over the rail lines of another railroad, subject to the terms of any applicable BNSF agreements for the use of such property, required as a result of Rail Lines of BNSF or rail lines of another railroad used in the operation of

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Amtrak trains becoming impassable, unsafe, or impractical due to emergency conditions and other short term disruptions, such as rail or bridge replacements, for use by Amtrak trains. Amtrak may request the operation of emergency trains orally; however, any such request shall be made as far in advance as possible, and shall be confirmed in writing within twenty-four (24) hours after communication to BNSF. The services requested shall be compatible with the physical limitations of BNSF, and shall give due regard to BNSF's speed, weight, and other operating restrictions and rules and safety standards. When said emergency services are provided on rail lines of another railroad, Amtrak shall indemnify and save BNSF harmless, irrespective of any negligence or fault of BNSF, its employees, agents, or servants or howsoever the same shall occur or be caused, from any and all liability for injury or death of any person or persons, other than employees of BNSF, and from any and all liability for loss, damage, or destruction to any properties, which arise from the provision of said emergency services. BNSF agrees to use its best efforts to provide emergency services requested under this Agreement in an expeditious and efficient manner. In the event of detours over rail lines of other railroads of Amtrak trains ordinarily operated over Rail Lines of BNSF, BNSF will be reimbursed by Amtrak for all BNSF's additional costs resulting from the detours.

In the event an Amtrak train ordinarily operated over rail lines of other railroads is detoured over Rail Lines of BNSF, BNSF will (except as may otherwise be provided in other provisions of this Agreement) be reimbursed by Amtrak for all of BNSF's additional costs resulting from the detour, including without limitation, the cost of pilots,

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materials and supplies, track maintenance and other train costs as specified in Items 11 and 21 of Appendix IV, and repairs to detoured trains. Amtrak shall not be obligated to pay BNSF any additional amount for use of its Rail Lines in connection with such detours. BNSF shall not bill other railroads for any costs or charges in connection with such detours. Employees of other railroads who operate trains on behalf of Amtrak over the Rail Lines of BNSF shall, while on such Rail Lines, be deemed employees of Amtrak for purposes of Section 7.2(a) hereof.

Section 3.3 Standards of Performance.

A. BNSF further agrees to provide and furnish all labor, materials, equipment and facilities necessary to perform the services to be provided under Sections 3.1 and 3.2 (except as the same are provided by Amtrak), but shall not, except as otherwise provided in this Agreement or upon agreement with Amtrak, be required to purchase, construct, rebuild or replace Rail Lines, locomotives, cars, rolling stock or ancillary facilities (as defined in Section 3.8).

B. BNSF shall provide services hereunder in an economic and efficient manner and shall make every reasonable effort:

1. To deliver Amtrak trains to all scheduled passenger stops on BNSF by the scheduled time therefore;

2. To avoid excessive delays to trains and, consistent with safety, to make up delays incurred on Rail Lines of BNSF or on rail lines of other railroads; and

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3. To service, inspect, and perform running repairs as necessary to permit an Amtrak locomotive or a passenger car in the consist of an Amtrak train to complete a trip over the Rail Lines of BNSF.

C. BNSF shall cooperate in good faith with Amtrak in providing service which will contribute to the success of Amtrak's Intercity Rail Passenger Service.

Section 3.4 [Reserved].

Section 3.5 No Violation of Labor Agreements.

Each party agrees that it will not require the performance of services hereunder by the other in a manner which would cause the other to violate the terms of or incur penalties, unless reimbursed, in connection with any then-current labor agreements between that other party and any organization representing any of its employees.

Section 3.6 [Reserved].

Section 3.7 BNSF Control and Supervision.

In the performance of services referred to in this Agreement, BNSF shall have sole control of the operation of Amtrak's Intercity Rail Passenger Trains while on the Rail Lines of BNSF. All personnel rendering any services which involve responsibility for BNSF's operating facilities or for the handling or movement of any Intercity Rail Passenger Train shall be subject to the direction, supervision and control of BNSF, and

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such services performed by or for Amtrak shall be governed by and subject to all then current operating and safety rules, orders, procedures and standards of BNSF with respect thereto.

BNSF may, for cause, require that any person performing services pursuant to this Agreement be prohibited or removed from performance of such services, subject to the requirement that BNSF shall support any action defending such prohibition or removal and bear any claims (other than from proceedings conducted pursuant to 49 CFR part 240) growing out of any action determined to be improper by a labor board.

Section 3.8 Ancillary Facilities.

In the event BNSF shall wish to dispose of fixed ancillary facilities or portions thereof, other than Rail Lines, such as but not necessarily limited to depots, platforms, canopies, parking areas, and servicing facilities, which are owned or leased by it and which are then being used in and necessary to the services rendered by BNSF pursuant to Article III hereof, BNSF will notify Amtrak, and on request of Amtrak, shall furnish a substitute facility reasonably equivalent in utility. In the event that Amtrak has leased from BNSF a fixed ancillary facility or portion thereof and Amtrak either removes, or fails to replace or maintain such facility, BNSF shall be under no obligation to furnish a substitute facility. BNSF shall give notice to Amtrak thirty (30) days prior to disposing of any other ancillary facility which may be useful in the operation of Amtrak trains if such facility is located on lines currently being used for Amtrak service or, upon notice by Amtrak to BNSF, on lines being considered for Amtrak use.

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ARTICLE IV

RAIL LINES

Section 4.1 Rail Lines.

BNSF shall retain and not voluntarily dispose of or abandon its Rail Lines used in the operation of regular Amtrak trains, as defined in Amtrak's public timetables, without Amtrak's prior written approval, which shall not unreasonably be withheld, for as long as such use continues or for the term of this Agreement, whichever period is the shorter, provided that seasonal changes or suspensions of service shall not be deemed discontinuance of use. Nothing herein shall prevent BNSF from modifying, changing, or relocating any facility or any segment of its tracks, provided that with respect to tracks covered by this paragraph, the continuity of the tracks is retained.

This Agreement does not change the obligations of the parties pursuant to Section 406 of the Rail Passenger Service Act (codified at 49 U.S.C. 24309).

Section 4.2 Maintenance of Rail Lines.

The Rail Lines of BNSF used in Amtrak's Intercity Rail Passenger Service pursuant to this Agreement shall be maintained by BNSF at not less than the level of utility existing on August 1, 1996, including the speeds shown in Appendix I of this Agreement. Level of utility is defined as a condition which permits the September 1,

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schedules to be operated with a reasonable degree of reliability and with a reasonable degree of passenger comfort.

Amtrak and BNSF agree that there is an incremental increase in the cost of maintaining Rail Lines of BNSF which results from the operation of Amtrak trains (such costs hereafter referred to as "incremental costs"). Amtrak and BNSF further agree that such incremental costs are distinct from (and do not include any) costs which may be involved in maintaining BNSF's Rail Lines at not less than the level of utility (including the speeds set forth in Appendix I) on the later of the effective date of this Agreement or the date of the beginning of their use by Amtrak, rather than at some lower level of utility. BNSF agrees that it is obligated so long as this Agreement is in effect, to bear without reimbursement the entire cost (except for incremental costs) of maintaining its Rail Lines used by Amtrak at not less than the level of utility (including the speeds set forth in Appendix I) existing on the later of the effective date of this Agreement or the date of the beginning of such use. Amtrak agrees to the inclusion of reimbursement for the incremental costs caused by the operation of Amtrak trains in any compensation arrangement between Amtrak and BNSF, whether negotiated by the parties or established by a third party pursuant to Section 5.1 of this Agreement.

A baseline will be established to show the speeds and the track condition as of August 1, 1996. The speeds in effect on August 1, 1996 are set forth in Table 1 of Appendix I. The parties agree that the first track geometry run over each route after the execution of this Agreement shall constitute a reasonable representation of the track condition on the route in place as August 1, 1996. Amtrak agrees that BNSF may

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may adjust speeds at various locations when conditions require; provided, however, the overall pure running time (scheduled time minus recovery times and dwell times) for the train in a performance segment will not be lengthened as a result of such changes. As new routes are added, a baseline will be established as soon as practical after the trains commence operation on the route. It is the intention of the parties that the baselines provided for in this paragraph shall be used for the purpose of confirming the general level of utility of a given route but not for the purpose of determining a specific engineering condition of a specific portion of a given line segment.

Changes made by the Federal Railroad Administration (FRA) to the specifications for FRA Class of Track shall not result in a change to the level of utility obligation pursuant to this Section 4.2. Amtrak agrees to reimburse BNSF for any increased costs BNSF incurs to maintain the speeds specified in Appendix I due to a change in the applicable FRA specification. For example, if FRA changes curve elevation requirements for various track speeds which lower the acceptable speed for existing elevation, BNSF can reduce the speed as required without penalty under this Agreement. If Amtrak desires to maintain the previous higher speed, Amtrak would pay for the necessary elevation adjustments.

Unless otherwise agreed, the provisions of this Section 4.2 shall not apply after July 31, 1997 to the Rail Line between Newton, KS, La Junta, CO and Dalies, NM, and the only legal obligation pursuant to this Agreement thereafter with respect to the level of maintenance on that Rail Line shall be as specified in Section 4.3 of this Agreement. In the event the speed on that Rail Line is reduced as a result of a change in the

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condition of that Rail Line after August 31, 1997, the Scheduled Time From Origin for that segment as specified in Table 1 of Appendix V shall be appropriately adjusted.

Section 4.3 Additional Maintenance and Improvements.

Upon the request of Amtrak, BNSF shall as promptly as feasible modify its Rail Lines maintenance on any part of the Rail Lines, at the sole expense of Amtrak for any additional cost to the extent such additional cost is not reimbursed under Appendix IV, so as to increase the level of utility of any part of its Rail Lines to the level specified in such request.

Amtrak shall have the right (i) at its sole expense, to the extent that the cost thereof is not reimbursed under Appendix IV, to require BNSF to improve its Rail Lines, or (ii) subject to mutually satisfactory arrangements, to permit Amtrak to improve the Rail Lines of BNSF; provided that any such improvement shall not unduly interfere with or unduly limit BNSF's other rail operations, that any such requested improvement shall be made by BNSF as promptly as feasible, and that any increase in maintenance cost occasioned by such improvement shall be paid by Amtrak to the extent that such increased cost is not reimbursed under Appendix IV.

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ARTICLE V

ACCOUNTS AND PAYMENTS

Section 5.1 Basis of Payment.

As full and complete compensation for the services and activities performed and the facilities and equipment made available to Amtrak under this Agreement, and for BNSF's provision of management and corporate resources necessary to enable BNSF to provide the services, activities, and facilities specified in an efficient manner, Amtrak will pay BNSF amounts set forth or calculated in accordance with Subsections A, B, and C, below, and other adjustments provided in Subsection D, below. Appendices IV and V, which provide detail on the payments to be made, shall be amended as appropriate to reflect changes in the payments made pursuant to this Section 5.1.

If non-routine services, which are not otherwise covered by this Agreement, are rendered for Amtrak by BNSF, with prior approval by Amtrak, Amtrak will pay BNSF the actual incremental costs incurred by BNSF in performing such services. Incremental cost for non-routine services shall include material, wages, and applicable BNSF published wage additives for vacation pay, holiday pay, health and welfare benefits, railroad retirement, unemployment insurance, supplemental sickness, supplemental annuities, disability insurance, and funded pensions and BNSF contributions to the employee 401K plan. It may also include wages for supervisory personnel for the period they are exclusively involved in supervising an Amtrak project and small tools

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and supplies as may be required by the project. Amtrak's Authorization Notice Procedures shall be utilized for the approval and billing authorization of these costs, and billings for such costs shall be subject to audit by Amtrak.

A. Initial Service.

With respect to the operation of Amtrak trains by BNSF hereunder, and the services and facilities provided by BNSF in connection therewith as of September 1, 1996, Amtrak shall pay BNSF the amounts specified in Appendix IV. The parties agree that the amounts to be paid by Amtrak specified in Appendix IV represent reimbursement to BNSF of BNSF's avoidable costs resulting from Amtrak's operation of trains over Rail Lines of BNSF and from the services and facilities provided by BNSF in connection therewith.

B. Modified or Additional Service.

With respect to any modified or additional services requested by Amtrak to be provided by BNSF pursuant to Section 3.2A, in connection with the filing of a request for such modified or additional service, Amtrak will specify proposed payments corresponding to those in Subsection A of this Section 5.1 for such service. Such proposed payments shall be calculated using the methodology employed in calculating the costs in Appendix IV and shall be designed to provide BNSF with payment as nearly as possible on the same basis as for comparable services being rendered at that time, taking into account, however, any relevant differences. Also, Amtrak shall specify proposed performance standards and payments consistent with those in Appendix V in connection with the operation of such service.

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In the event BNSF considers that the method of payment proposed by Amtrak pursuant to this subsection differs in any significant degree from the basis of payment used for the initial service operated by BNSF as provided in Subsections A and C, Amtrak and BNSF shall, at the request of either party, make joint application to the National Arbitration Panel for an order prescribing the payment to be made for the modified services on the same basis as payments were established pursuant to Subsections A and C. Such order shall be effective on the date agreed by the parties or (in the absence of such agreement) on the date set by the Panel. During the pendency of any such proceeding, BNSF shall provide the services requested by Amtrak under the terms of this Agreement and Amtrak shall pay BNSF the amount proposed by Amtrak or an interim amount set by the National Arbitration Panel. The parties agree to adjust any interim payments to the final compensation determination as established by the National Arbitration Panel.

C. Performance Payments.

In addition to the reimbursement paid to BNSF under this section, BNSF may earn additional payments for schedule adherence as set forth in Appendix V.

D. Payment Adjustment.

The amount of payments stated to be payable by Amtrak under Subsection A of this Section 5.1, and the amounts which become effective for payment under Subsection B of this Section 5.1, shall be subject to further adjustments as follows:

1. For the purpose of keeping the cost provisions current with the BNSF's labor, fringe benefit, and material costs, the fixed payments specified in

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Appendix IV shall be adjusted in accordance with the provisions set forth in Appendix III.

2. The basis or the amounts of payment shall be appropriately adjusted whenever:

(a) BNSF ceases or fails to commence performing any service or activity;

(b) The provision of any service, activity, or facility hereunder, is changed in accordance with this Agreement.

3. Amtrak may notify BNSF that it no longer desires BNSF to perform or furnish specific services, activities, or facilities for which Amtrak compensates BNSF, and BNSF shall cease to perform or provide the same on the date requested. Such notice shall include a schedule of the services, activities, or facilities to be terminated, and upon the date requested for termination of performance, Amtrak shall no longer be required to make payment to BNSF with respect thereto. Amtrak agrees, however, to reimburse BNSF the avoidable costs specified in Appendix IV and the cost of removing facilities installed at Amtrak's request which are incurred as a consequence of BNSF's orderly termination of such services, activities, or facilities irrespective of the date incurred.

4. If Amtrak and BNSF are unable to resolve any dispute regarding the amount of any change in the basis of payment which may be made pursuant to paragraphs 1 through 3 of this Subsection D., Amtrak and

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BNSF shall, at the request of either party, make joint application to the National Arbitration Panel for an order prescribing the amount or basis of payment consistent with such paragraphs. Such order shall be effective on the date agreed by the parties or (in the absence of such agreement) upon the date set by the Panel. During the pendency of any such proceedings, BNSF shall provide the services requested by Amtrak under the terms of this Agreement and Amtrak shall pay BNSF the amount due for services provided by BNSF pursuant to the terms of this Agreement and not requested to be terminated in accordance with paragraph 3, above, or shall for additional services requested, pay the amount proposed by Amtrak or an interim amount set by the Panel. The parties agree to adjust any interim payments to the final compensation determination as established by the National Arbitration Panel.

E. Redetermination of Compensation.

The foregoing shall be the basis for compensation for the services and activities performed and the facilities and equipment provided to Amtrak by BNSF hereunder from the date of the Agreement until the parties have reached a new agreement with respect to compensation or until the Surface Transportation Board or its successor (hereinafter referred to as "STB") has issued any order pursuant to a joint application of the parties as hereinafter provided. At any time three (3) years after the effective date of this Agreement, Amtrak or BNSF may notify the other that it wishes to negotiate as to a redetermination of the amount or method of computing the amount of payment for any

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service or activity performed or provided by BNSF hereunder. In such event, the other party shall promptly negotiate with respect to such a redetermination.

If, within ninety (90) days after the date of such notice, Amtrak and BNSF are unable to agree as to a new basis of compensation, Amtrak and BNSF shall, at the request of either, jointly make application to the STB under Section 24308(a) of Title 49 US Code, formerly 402(a) of the Act for an order for the provision of such services and such use of the facilities of BNSF as are provided for herein on such terms and for such compensation as the STB by order may fix as just and reasonable. Until a new basis of compensation is established, Amtrak shall continue to make periodic payments to BNSF in the manner and amount provided in this Agreement; provided, however, that for any period after the issuance of an initial service order pursuant to the filing of a joint application hereunder, compensation shall be that which is established by the STB.

F. [Reserved]

G. Trackage Agreements.

To the extent possible, BNSF shall not bill any other railroad in connection with the operation of Amtrak trains. In the event that charges payable by or to BNSF under existing joint trackage agreements are affected by operation of Amtrak trains, BNSF shall credit to Amtrak the entire amount of increased payments received from another railroad (or reduced payments to another railroad) as a result of Amtrak operations, and Amtrak shall pay to BNSF any increase in the amount of payments BNSF is required to make to another railroad (or reduced payments to BNSF) pursuant to such agreements

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as a result of Amtrak operations; provided, however, that the amount of any payments for incremental track maintenance payable pursuant to Appendix IV of this Agreement with respect to trackage or facilities also covered by this subsection shall first be offset against the amount of any amounts determined to be payable by Amtrak pursuant to this subsection.

Section 5.2 Billing and Payment.

A. Payment of Monthly Billing.

Within thirty (30) days after the last day of each calendar month, BNSF shall submit a Statement of Charges to Amtrak calculated for such month in accordance with the provisions of Section 5.1. The Statement of Charges shall be submitted in the form as reasonably requested by Amtrak. If any revisions in the forms and methods of billing significantly change the amount of work required by BNSF in connection with billing Amtrak, the parties will negotiate a new basis of compensation for such activity. Within ten (10) days after receipt of such Statement, Amtrak shall pay BNSF ninety (90) percent of the net amount due BNSF in accordance with Section 5.1. Within thirty (30) days after the receipt of the statement, Amtrak shall pay BNSF any net amount remaining due in accordance with Section 5.1. Amtrak shall mail its payment checks (or at the BNSF's election wire transfer payment or make checks available at the Controller's office of Amtrak for BNSF's authorized agent).

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B. Right of Review and Audit.

Any payment by Amtrak or settlement between Amtrak and BNSF shall be subject to an audit and evaluation of operations, performance, and costs. The scope of such audit and evaluation shall be both financial and operational, and may include, in addition to costs and wages reimbursed by Amtrak, BNSF's controls, practices, and procedures and their effect upon the efficiency and quality of performance provided by BNSF.

Amtrak or its designated agents shall have the right upon reasonable conditions and notice to examine the tracks used in performing Intercity Rail Passenger Service for Amtrak. BNSF shall furnish, when reasonably requested by Amtrak, existing information pertaining to the level of utility of the tracks of the BNSF for rail passenger transportation use, which information shall set forth the speed and load capacity of each line segment of the tracks, the condition and capacity of stations and terminals (including any contractual limitations governing BNSF's use of such stations and terminals), the availability and capacity of maintenance facilities, and current maintenance procedures.

C. Records.

Both parties shall maintain supporting accounting, operating, and mechanical department records and any other related data which may reasonably concern the performance of services for Amtrak, and such supporting documents shall be available for review and audit at points where such records are ordinarily kept. Where pertinent,

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such records shall include the designated train number and/or locomotive number, and shall be maintained and accumulated on a location-by-location basis. Such records shall be retained not less than 36 months and shall be available for inspection and copying during the regular business hours of the location where the record is retained. Specification of such minimum retention period shall not limit the right of review and audit of any records that exist.

D. Audit Adjustments.

In the event either party believes it has made a payment which exceeds (or has received a payment which is less than) the amount required by the provisions of this Agreement or a settlement between the parties of a matter covered by this Agreement, such party shall formally submit its claim in reasonable detail to the other party. Undisputed audit adjustments shall be paid promptly by the other party. In the event that a party disagrees with the proposed audit adjustment, such party shall provide a written statement of the theory of its disagreement and the facts supporting that theory in a form which will permit the claiming party to evaluate the merits of the other party's position. Any adjustment which is unresolved 90 days after having been formally presented shall, at the request of either party, be submitted to arbitration for resolution in accordance with Section 4.1. If it is established by agreement or arbitration more than 90 days after a claim is initially submitted to a party that an overpayment or underpayment has occurred, the amount of such excess or shortfall shall bear monthly compound interest at the Wall Street Journal's prime rate, which is the base rate on corporate loans posted by at least 75% of the nation's largest banks, from the date(s)

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on which the amount of the overpayment or underpayment was originally paid or should have been paid, until the date the appropriate adjustment is made.

E. Revision of Flat Rates.

If the amount of compensation specified in Appendix IV for a flat rated item varies clearly and substantially from the actual, avoidable costs incurred by BNSF in connection with such item, and if the flat rate is inaccurate because of the existence of a material mistake of fact, the compensation with respect to such item shall be changed prospectively (from the date upon which notice of discovery of such mistake is given) in order that it will reasonably reflect the avoidable costs incurred by BNSF which are covered by that item. For purposes of this provision, a material mistake of fact has occurred when there has been significant factual understanding which was incorrect and (1) was relied upon by both parties without knowledge of its error, or (2) was relied upon by one party, where that party could not reasonably have known that it was incorrect, while the other party either knew it was incorrect or failed to take reasonable steps to determine its accuracy. For purpose of this provision, a variance between actual, avoidable costs and the agreed upon flat rate amount for that item which is less than 20% (unless such variance exceeds $25,000 per year for the item) will normally be deemed not to be substantial.

Section 5.3 Contract Advance.

On the effective date of this Agreement, BNSF is in possession of $2,450,000 of Amtrak's funds which were advances pursuant to the previous agreements between the

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parties. $1,450,000 of this amount shall be repaid to Amtrak within thirty days after the effective date of this Agreement. BNSF shall retain the balance of $1,000,000 until forty five (45) days after the last day of the last month for which this Agreement provides the basis of payment. At that time, such advance shall be credited against any amount then properly owing from Amtrak to BNSF under this Agreement and any remaining amount shall be refunded to Amtrak, or Amtrak shall pay BNSF the difference between the advance and the payments due and owing under the Agreement for the last month's operation, as the case may be.

The amount of the advance shall be appropriately adjusted in the event of a deletion, addition, or substantial modification of Amtrak passenger operations over Rail Lines of BNSF

ARTICLE VI

ARBITRATION

Except as otherwise provided in Section 5.1and Table 4 of Appendix V, any claim or controversy between Amtrak and BNSF concerning the interpretation, application, or implementation of this Agreement shall be submitted to binding arbitration in accordance with the provisions of the National Railroad Passenger Corporation Arbitration Agreement, dated April 16, 1971, among Amtrak and certain

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other railroads. The parties hereby agree to be bound by the provisions of said Arbitration Agreement.

ARTICLE VII

GENERAL

Section 7.1 [Reserved].

Section 7.2 Risk of Liability.

(a) Amtrak agrees to indemnify and save harmless BNSF, irrespective of any negligence or fault of BNSF, its employees, agents or servants, or howsoever the same shall occur or be caused, from any and all liability for injuries to or death of any employee of Amtrak and for loss of, damage to, or destruction to his or her property; but it is expressly understood and agreed that labor furnished by BNSF for and on behalf of Amtrak under any provision of this Agreement shall not be regarded for the purposes of this Section 7.2(a) as employees of Amtrak.

(b) Amtrak agrees to indemnify and save harmless BNSF, irrespective of any negligence or fault of BNSF, its employees, agents or servants, or howsoever the same shall occur or be caused, from any and all liability for injuries to or death of, or property damage to (1) any person (other than an employee or agent of BNSF in the course of his employment or agency, except when such employee or agent is a fare-paying passenger of Amtrak) who is on a train (including private cars but excluding business

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cars of BNSF) operated by or for the account of Amtrak, (2) any person (other than an employee or agent of BNSF in the course of his employment or agency, except when such employee or agent is a fare-paying passenger of Amtrak) at or adjacent to a passenger station used for Amtrak service who is there in connection with the Amtrak service for the purpose of boarding or detraining from an Amtrak train, meeting a train, purchasing a ticket, making a reservation, or obtaining information about Amtrak service or conducting business with Amtrak (including a vendor from whom Amtrak receives compensation) or passengers riding on Amtrak trains, or (3) any person at or adjacent to a passenger station who is providing local transportation to or accompanying a person described in (2) above; or (4) any person described in the next two sentences; provided, however, that BNSF shall indemnify Amtrak for injury to, death of, or damage to any person, other than an employee of Amtrak, who is struck by improperly secured equipment or cargo of a BNSF train operated on tracks at or adjacent to a passenger station. At stations that are used by Amtrak and are not used by BNSF or by tenants of BNSF, Amtrak shall indemnify BNSF for injury to or death of, or property damage to all persons other than BNSF employees or agents for whom Amtrak is not responsible pursuant to (2) above, and persons accompanying or doing business with such BNSF employees or agents. At stations used jointly by BNSF and Amtrak, or in which BNSF leases space to third parties, Amtrak shall indemnify BNSF for injury to or death of, or property damage to persons who are at the station for a purpose directly related to Amtrak use of the station (including persons dealing with a lessee of Amtrak in that station), and including but not limited to those described in (1),

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(2) or (3), above, but excluding employees or agents of BNSF in the course of their employment or agency, except when such employee or agent is a fare-paying passenger of Amtrak.

(c) Amtrak agrees to indemnify and save harmless BNSF, irrespective of any negligence or fault of BNSF, its employees, agents or servants, or howsoever the same shall occur or be caused, from any and all liability for, loss of, damage to or destruction of any locomotive, passenger car or any other property or equipment owned by, leased to, used by or otherwise in control, custody or possession of Amtrak. BNSF cars operated in an Amtrak train shall not be deemed to be in the control, custody or possession of Amtrak pursuant to this Subsection 7.2(c). Amtrak shall indemnify and hold BNSF harmless, irrespective of any negligence or fault of BNSF, its employees, agents, or servants, or however the same shall occur or be caused, for the cost (including any related fines or penalties) of clean up of fuel oil which BNSF demonstrates was spilled on BNSF property from an Amtrak engine or fuel oil spilled by Amtrak or an Amtrak contractor while fueling an Amtrak train. Amtrak further agrees to indemnify and save harmless BNSF, irrespective of any negligence or fault of BNSF, its employees, agents or servants, or howsoever the same shall occur or be caused, from any and all liability for, loss of, or damage to property of third parties caused by fuel oil spilled from an Amtrak engine and for fuel oil spilled by Amtrak's employees, agents or contractors while fueling an Amtrak train.

(d) Amtrak agrees to indemnify and save harmless BNSF, irrespective of any negligence or fault of BNSF, its employees, agents and servants or howsoever the

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same shall occur or be caused, and notwithstanding the provisions of Section 7.2(f) hereof, from any and all liability for injury to or death of any person and for loss of, damage to, or destruction of any property, other than persons and property for which BNSF is responsible under 7.2(e) hereof, if such injury, death, loss, damage, or destruction arises from or is proximately caused as a result of i) a collision of a vehicle or a person with an Amtrak train, or ii) a collision of a derailed Amtrak train or any part thereof with any person, property, or object off of the right-of-way.

(e) BNSF agrees to indemnify and save harmless Amtrak, irrespective of any negligence or fault of Amtrak, its agents, employees or servants, or howsoever the same shall occur or be caused, from any and all liability for injury to or death of any employee or employees of BNSF (other than those employees traveling as passengers described in Section 7.2(b) or an off-duty BNSF employee who is struck by an Amtrak train at the intersection of a public street or road) and for loss of, damage to or destruction of any property or equipment owned by, leased to, used by, or otherwise in control, custody, or possession of BNSF or its employees described above (including BNSF cars operated in an Amtrak train), other than BNSF property described in Section 7.2(c) hereof on which fuel oil has been spilled, which arises from activities conducted by or for the account of Amtrak pursuant to this Agreement.

(f) BNSF agrees to indemnify and save harmless Amtrak, irrespective of any negligence or fault of Amtrak, its employees, agents or servants, or howsoever the same shall occur or be caused, from any and all liability for injury to or death of any person or persons (other than those persons, employees or passengers for which

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Amtrak is responsible as provided in Section 7.2(a), 7.2(b), 7.2(d), and 7.2(i)C hereof) and from any and all liability for loss, damage or destruction to any property (other than property for which Amtrak is responsible as provided in Section 7.2(a), 7.2(b), 7.2(c), 7.2(d), and 7.2(i)C hereof) which arises from activities conducted by or for the account of Amtrak pursuant to this Agreement.

(g) In case suit shall at any time be brought against either Amtrak or BNSF asserting a liability against which the other agrees to indemnify and save harmless the party sued, the indemnifying party shall, at its own cost and expense and without any cost or expense whatever to the party sued, defend such suit and indemnify and save harmless the party sued against all costs and expenses thereof and promptly pay or cause to be paid any final judgment recovered against the party sued; provided, however, that the party sued shall promptly upon the bringing of any such suit against it give notice to the indemnifying party and thereafter provide all such information as may from time to time be requested. Each party shall furnish to the other all such information relating to claims made for injuries, deaths, losses, damage or destruction of the type covered by this Section 7.2 as such other party may from time to time request. Each party shall cooperate fully in the defense of claims for which the other party is responsible pursuant to this Section 7.2 with respect to activities conducted pursuant to this Agreement, including furnishing witnesses, documents, and other relevant information requested by the responsible party.

(h) Except as provided in this Subsection (h) or Subsection (j), neither party shall have the right to require a change in the terms of this Section 7.2 during the term

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of this Agreement. At any time after the date of this Agreement, if Congress enacts remedial liability provisions with respect to Amtrak operations, prohibiting the recovery of punitive damages or placing a cap on the amount of recoverable damages, either party may request the other party to amend this Section 7.2 in order to afford Amtrak and BNSF the benefit of the relief granted by Congress. In the event the parties are unable to agree with respect to any proposed change in this Section 7.2 to implement the Congressional tort relief, either party may submit the matter to arbitration pursuant to Article Six of this Agreement. The arbitrator shall have no authority to increase the liability of either BNSF or Amtrak at the expense of the other pursuant to this Subsection. During the period of negotiations or arbitration, the method of handling such liability pursuant to this Section 7.2 shall remain in effect.

(i) Private railroad cars (hereinafter referred to as "PRC") moving on Amtrak trains (including Amtrak operated or sponsored Special PRC trains) will be deemed to be Amtrak cars. When PRC are set out of an Amtrak train to be later moved by another Amtrak train at an en route location on BNSF and are to remain at that location for a period of seven days or less, they shall be deemed to be Amtrak cars while at that location. When PRC are set out of an Amtrak train to be later moved by another Amtrak train at an en route location on BNSF and are to remain at that location for a period of more than seven days, they shall be deemed to be BNSF cars from the time the PRC is removed from an Amtrak train until the time it is added to an Amtrak train. PRC set out at en route

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locations on BNSF for further movement in freight trains (excluding switches of PRC) shall be deemed to be BNSF cars from the time the PRC are removed from an Amtrak train. Amtrak will give BNSF reasonable notice of any proposed PRC movement which is to be set out on BNSF property.

(j) In the event that Amtrak has an agreement with a freight railroad that provides solely for the operation of Amtrak trains on the rail lines and related facilities of such railroad, and if the indemnification and insurance provisions applicable to operations under such agreement are different than the provisions of this Agreement, Amtrak shall notify BNSF of the terms of such provisions. BNSF shall be entitled on a prospective basis, commencing on the date that it makes such election in writing and Amtrak acknowledges the election, to have the indemnification and insurance provisions applicable to operations under such other agreement applied to and inserted in this Agreement in lieu of the provisions of this Section 7.2. For purposes of the portion of this Section 7.2(j) set forth above, BNSF must agree to accept all provisions in the corresponding provision for allocation of risk of damage and liability and insurance requirements in the other arrangement that limit (or represent specific consideration for) the insurance and indemnity provisions, including provisions which are expressly recited as consideration for different risk of liability provisions from the terms of this Section 7.2, including provisions extending term, compensation for risk or for other services, and contractual rights and processes dealing with potential changes in the indemnification and insurance provisions. In the event Amtrak enters into an insurance

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pooling arrangement with two or more Class I freight railroads, BNSF shall be permitted to participate in such insurance pooling arrangement.

(k) Notwithstanding the provisions of Subsections (a) through (f) of this Section 7.2, in the event of a collision between an Amtrak train and a METRA commuter train on the Rail Lines of BNSF, if the collision is caused, in whole or in part, by the negligence of the Amtrak train crew or by defective Amtrak equipment, Amtrak shall indemnify BNSF for the costs arising from the collision to the same extent as BNSF is obligated to indemnify (or share costs with) METRA pursuant to Sections 10.02 or 10.03 of the Purchase of Service Agreement between the Commuter Rail Division of the Regional Transportation Authority and Burlington Northern Railroad, dated January 1, 1988 (the Purchase of Service Agreement), or identical successor provisions. Notwithstanding the provisions of Subsections (a) through (f) of this Section 7.2, in the event of a collision between an Amtrak train and a METRA commuter train, if the collision is caused, in whole or in part, by the negligence of the METRA train crew or by defective METRA equipment, BNSF shall indemnify Amtrak for the costs arising from such collision to the same extent that METRA is obligated to indemnify (or share costs with) BNSF pursuant to Sections 10.02 or 10.03 of the Purchase of Service Agreement. For purposes of this subsection, the term "METRA commuter train" means a commuter train operating on the Rail Lines of BNSF under the Purchase of Service Agreement.

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(l) AMTRAK AND BNSF EXPRESSLY INTEND THAT WHERE ONE PARTY IS TO INDEMNIFY THE OTHER PURSUANT TO THE PROVISIONS OF SUBSECTIONS (a) THROUGH (f) OF THIS SECTION 7.2, SUCH INDEMNITY SHALL APPLY IRRESPECTIVE OF ANY NEGLIGENCE OR FAULT OF THE INDEMNIFIED PARTY AND WITHOUT REGARD TO STRICT LIABILITY OF THE INDEMNIFIED PARTY.

Section 7.3 [Reserved]

Section 7.4 NRPC Operations Officer.

With the prior approval of Amtrak, BNSF shall appoint an individual of appropriate rank to be NRPC Operations Officer. The NRPC Operations Officer shall have the responsibility for ensuring the performance by BNSF of its obligations under this Agreement and shall ensure that Amtrak's positions concerning the relationship of the parties and issues that may arise under this Agreement are adequately communicated to upper levels of BNSF management in order to improve the quality of services received by Amtrak and to minimize disputes between the parties. The NRPC Operations Officer shall be removed if he or she fails to act in a manner that is designed to enhance the business relationship between the parties pursuant to this Agreement.

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Section 7.5 Transportation Privileges.

Company mail of BNSF may be transported by BNSF without charge on any Intercity Rail Passenger Train by it over its Rail Lines, provided that no extra or special personnel shall be required in connection with the handling thereof.

Business cars of BNSF and BNSF officials and administrative personnel transported therein may be handled on Intercity Rail Passenger Trains, provided that the same may be done consistent with the safe and efficient operation of such trains and shall not cause any material delays in the operation thereof and that any additional cost resulting therefrom will be borne by BNSF.

BNSF shall deadhead locomotives and passenger cars in freight trains, at the request of Amtrak, provided that the same may be done consistent with the safe and efficient operation of such freight trains and that any additional cost resulting therefrom will be borne by Amtrak.

Employees of BNSF shall be entitled to ride on Intercity Rail Passenger Trains, including locomotives, without charge, whenever necessary in connection with the inspection, maintenance or operation of such trains.

Transportation privileges, if any, with respect to business and personal travel of BNSF personnel shall be as determined by Amtrak.

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ARTICLE VIII

MISCELLANEOUS

Section 8.1 Force Majeure.

The obligations of the parties hereunder, other than payment, shall be subject to force majeure (which shall include strikes, riots, floods, accidents, Acts of God, and other causes or circumstances beyond the reasonable control of the party claiming such force majeure as an excuse for nonperformance), but only as long as, and to the extent that, such force majeure shall prevent performance of such obligations.

Section 8.2 Successors and Assigns.

All the covenants and obligations of the parties hereunder shall bind their successors and assigns whether or not expressly assumed by such successors and assigns. The rights and obligations pursuant to this Agreement shall not be assigned, in whole or in part, by either party without the prior approval of the other party, provided no approval shall be required for the assignment by BNSF to a successor firm by merger or consolidation of the Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railway Company.

Section 8.3 Interpretation.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof. This Agreement shall be

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construed in accordance with and governed by the laws of the District of Columbia. All appendices attached hereto are integral parts of this Agreement and the provisions set forth in the appendices shall bind the parties hereto to the same extent as if such provisions had been set forth in their entirety in the main body of this Agreement. Nothing expressed or implied herein shall give or be construed to give to any person, firm or corporation other than Amtrak or BNSF any legal or equitable right, remedy or claim under or in respect of this Agreement. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by Amtrak and BNSF, unless a provision hereof expressly permits either of said parties to effect termination, amendment, supplementation, waiver or modification hereunder, in which event such action shall be taken in accordance with the terms of such provision.

Section 8.4 Severability.

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part of this Agreement, and the remaining parts of this Agreement shall be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

Section 8.5 Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided for or permitted by this Agreement to be made upon, given or

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furnished to, or filed with one party by the other party, shall be in writing and shall be delivered by hand or by deposit in the mails of the United States postage prepaid, if to Amtrak, in an envelope addressed as follows:

National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, DC 20002
Attention: Director, Contract Management

and if to BNSF, in an envelope addressed as follows:

Burlington Northern Santa Fe
2600 Lou Menk Drive, PO Box 961034
Fort Worth, TX 76131
Attention: Amtrak Operations Officer

Each party may change the address at which it shall receive notification hereunder by notifying the other of such change.

Section 8.6 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original.

Section 8.7. Relationship of Parties.

In rendering any service or in furnishing any equipment, materials or supplies hereunder, BNSF is acting solely pursuant to this Agreement with Amtrak made pursuant to the Act and not in its capacity as a common carrier.

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Section 8.8 Term.

This Agreement shall become effective on the first day of the month in which this Agreement is executed by both parties, and remain in effect for a period of at least fifteen (15) years. At any time on or after August 31, 2010, either party may give the other party twelve months notice to terminate.

Section 8.9 Equal Employment Opportunity.

BNSF shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. BNSF will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Section 8.10 Liability Legislation.

Amtrak acknowledges that part of the consideration for this Agreement, without which BNSF would not enter into the Agreement, is Amtrak's promise to indemnify BNSF against the liabilities described in Section 7.2. At any time after the date of this Agreement, if federal legislation is enacted which prohibits, in whole or in part, the indemnification of host freight railroads, including BNSF, against the risks Amtrak indemnifies BNSF for in Section 7.2, then the parties shall, immediately in response to

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a request from BNSF, file a joint application with the STB pursuant to Section 402(a) of the Act requesting the establishment of terms and conditions consistent with Section 7.2 to the extent allowed by law, including appropriate compensation, with respect to the risk of damage and liability in connection with services and use of facilities provided to Amtrak pursuant to this Agreement. At the time that a joint application is filed by the parties pursuant to the preceding sentence, BNSF shall make an election either (a) that Section 7.2 shall remain in effect during the pendency of the proceeding (and thereafter until the federal legislation takes effect) to the extent permitted by law, or (b) that the terms and conditions established by the STB shall be effective in lieu of the provisions currently set forth in Section 7.2 on the date of the joint application or, if later, the date on which the federal legislation takes effect. In the event of a joint application, Amtrak shall continue to indemnify BNSF as provided in Section 7.2 for any accident or incident which occurred prior to the effective date of new terms and conditions with respect to the risk of damage and liability.

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IN WITNESS WHEREOF, Amtrak and BNSF have caused this Agreement to be duly executed by their respective officers thereunto duly authorized.

NATIONAL RAILROAD PASSENGER CORPORATION

Date 9/23/96 By Tom Downs

NAME: Thomas M. Downs
TITLE: President

BURLINGTON NORTHERN RAILROAD COMPANY

Date 9/19/96 By

NAME: Robert D. Krebs
TITLE: Chairman, President & CEO

THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY

Date 9/19/96 By

NAME: Robert D. Krebs
TITLE: Chairman, President & CEO

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BNSF

APPENDIX I

MAXIMUM PASSENGER TRAIN SPEEDS

Effective August 1, 1996

Note: This entire Appendix I is considered page 40. To differentiate the pages, they are lettered a through uu beginning with the following page.

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APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

WEST-WARD ↓ **Chillicothe Subdiv.** ↑ EAST-WARD

Station Number	Siding Feet	STATIONS		Meth. of Oper.	Mile Post
66000		CHICAGO U.S.	BP	SEE SPL. INST.	
		1.6			
		21st St.	M		
		1.8			
		BRIDGEPORT	M		3.1
		1.3			
		ASH STREET C.R.I.-B.O.C.T.-C.R. RRX	M		4.4
		1.5			
66000		A.T.S.F. RRX	M		5.9
		CORWITH	BCPT		
		1.4			
65970		NERSKA (B.R.C. RRX)	M		7.3
		5.6			
		B.O.C.T. RRX	M		12.9
		1.6			
	S6395	HARBOR			14.4
		0.2			
		CP 146			14.6
		0.5		CTC 2MT	
		CP 151			15.1
		0.4			
		CP 155			15.5
		1.5			
65570		WILLOW SPRINGS	BCP		17.0
		0.3			
		CP 173			17.3
		0.3			
		CP 176			17.6
		1.1			
		CP 187			18.7
		10.6			
65530		ROMEO			29.3
		6.9			
65500		JOLIET YARD	BPT		36.2
		1.3			
		JOLIET U.S. (METRA RRX)	CM		37.5
		4.0			
65485		PLAINES		ABS DT	41.5
		15.6			
65450		PEQUOT			57.2
		13.6			
65430		VERONA			70.8
		13.6			
65415		KERNAN			84.4
		5.4			
		C.R. RRX	M		89.8
		0.3			
65400		STREATOR	P		90.1
		1.4			
		C.R. Connection			91.5
		4.3			
65280		ANCONA			95.8
		14.1			
65250		TOLUCA			109.9
		19.2			
		EAST CHILLICOTHE			129.1
		0.9			
65200		CHILLICOTHE	P		130.0
		1.9			
		WEST CHILLICOTHE			131.9
		6.2			
65190		EDELSTEIN			138.1
		20.3			
65150	N5340	WILLIAMSFIELD		CTC 2MT	158.4
		15.3			
65130		YOST			173.7
		3.7			
65100		GALESBURG	T		177.5
		2.5			
	N6793	G.I.			180.0
		11.9			
65080		ORMONDE			191.9
		17.0			
65060		STRONGHURST			208.9
		10.0			
63550		LOMAX			218.9
		12.0			
63525		NIOTA, IL			230.7
		0.9			
		Mississippi RB	CM		231.8
		2.2			
		EAST FT. MADISON, IA			234.0
		0.3			
63500	N10490	FT. MADISON (234.3)	BPT		234.3

SPECIAL INSTRUCTIONS

1. SPEED REGULATIONS

(A) MAX. SPEED BETWEEN:	MPH Psgr.	MPH Frt.
21st St. & Bridgeport (I.C.)	30	10
Bridgeport & Ash Street (I.C.)	30	30
Bridgeport & A.T.S.F. RRX (A.T.S.F. North Track)	79	55*
Bridgeport & A.T.S.F. RRX (A.T.S.F. South Track)	10	10
A.T.S.F. RRX & Ft. Madison	79	55*
Joliet U.S. & South Joliet (S.P.)	10	10
South Joliet & Plaines (I.C.)	30	30

(C) SPEED RESTRICTIONS - VARIOUS

	Mile Posts	MPH Psgr.	MPH Frt.
Cv	2.1 - 2.6 (I.C.)	25	10
Br	3.1	10	10
Cv	3.2 - 4.0 (NT)	40	35
RRX	4.4 (NT)	15	15
RRX	5.9 (NT)	50	50
	(ST)	10	10
RRX	7.3	40	40
Cv	9.0 - 9.4	60	50
Cv, Br	9.7 - 10.3	30	30
Cv	10.7 - 12.2	65	60
RRX	12.9	50	50
Cv	15.2 - 15.8	55	55
Cv	16.9 - 17.4	55	55
Cv, Br	23.9 - 25.4	40	40
Cv	25.6 - 25.9	50	45
Cv	27.4 - 28.7	60	55
Cv	29.1 - 29.2	65	60
Cv	32.6 - 32.9	65	60
Cv	33.1 - 34.6	75	
Cv	35.1 - 35.6 (NT)	70	
Cv	35.3 - 35.8 (ST)	65	60
Cv	36.1 - 36.6 (ST)	40	40
Cv	36.3 - 36.6 (NT)	45	40

	Mile Posts	MPH Psgr.	MPH Frt.
Cv	36.8 - 37.4	30	25
RRX	37.5	25	25
Cv	37.8 - 37.9	50	45
Cv	38.3 - 38.9	55	50
Cv	40.6 - 41.1 (ST)	50	50
Cv	41.9 - 44.7 (ST)	70	55
Cv, RRX	57.0 - 57.3 (ST)	40	40
Cv	57.0 - 58.2 (NT)	75	65
Cv	58.0 - 58.7 (ST)	55	50
Cv	58.4 - 58.7 (NT)	55	50
Cv	88.2 - 89.3	55	50
Cv, RRX	89.5 - 90.3	35	35
Cv	131.6 - 132.1	65	60
Cv	132.6 - 136.8	55	50
Cv	161.6 - 166.9	65	65
Cv	167.9 - 170.3	70	65
Cv	175.5 - 175.7	70	65
Cv	176.7 - 178.1	35	30
Cv	230.7 - 231.2	45	40
Br	231.2 - 231.8	30	30
Cv	231.8 - 233.7	35	30
Cv	234.0 - 234.3	35	25

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BNSF
APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

Chillicothe Subdiv.

(D) SPEED RESTRICTIONS - SWITCHES
Maximum speed permitted through turnout of switches, except main track switches listed below, 10 MPH.

"D" - Dual Control Switch "S" - Spring Switch

Station or MP		Location	MPH
21st St., Bridgeport	D	Xovers, turnouts, bridge	10
Corwith	D	East lead of wye	10
	D	Xovers and turnouts east & west of A.T.S.F. RRX	10
Nerska	D	Xover	15
Harbor	D	Both ends siding	10
	D	Xover	40
	D	Turnout To GM Yard	30
CP 146	D	Turnout	40
CP 151	D	Xovers and Turnout	40
CP 155	D	Turnout	40
CP 173	D	Xover	40
	D	Turnout west lead	30
CP 176	D	Xovers and turnout	40
CP 187	D	Turnout	40
Romeo	D	Xovers	40
Joliet Yard	D	Eastward head-in switch	30
Joliet U.S.	D	Xovers M.P. 37.2 to 37.9	15
Plaines	D	Turnout (ST)	40
	D	Connection to I.C.	30
	D	EE Xover	30
	S	WE Xover	30
Pequot	D	S.P. Connection (NT)	20
	D	S.P. Connection (ST)	20
	D	Xovers	40
Verona, Kernan	D	Xovers	40
Streator	D	Xover	30
C.R. Connection	D	Turnout C.R.	10
	D	Xover	40
Ancona, Toluca	D	Xovers	40

(D) SPEED RESTRICTIONS - SWITCHES (Continued)

Station or MP		Location	MPH
East Chillicothe	D	Xover	40
	D	Turnout yard lead	30
West Chillicothe	D	Turnout yard lead	30
	D	Xover	40
Edelstein	D	Xovers	40
Williamsfield	D	Xovers	40
	D	EE siding	20
	S	WE siding	20
Yost	D	Xovers	40
G.I.	D	Both ends siding	20
	D	WE auxiliary track	20
	D	Xovers	40
	D	Tail track	15
Ormonde, Stronghurst	D	Xovers	40
Lomax	D	Xovers	40
	D	Turnout T.P.&W.	20
Niota	D	Xovers	40
East Ft. Madison	D	Xovers	25
	D	EE siding	30
	D	Turnout yard lead	25
West Ft. Madison	D	Xovers	40
	D	WE siding	30
	D	Turnout yard lead	30

Marceline Subdiv.

(D) SPEED RESTRICTIONS — SWITCHES
Maximum speed permitted through turnout of switches, except main track switches listed below, 10 MPH.

"D" — Dual Control Switch "S" — Spring Switch

Station or MP		Location	MPH
East Ft. Madison	D	Xovers	25
	D	EE siding	30
	D	Turnout yard lead	25
West Ft. Madison	D	Xovers	40
	D	WE siding	30
	D	Turnout yard lead	30
Argyle	D	Xovers	50
East & West Medill	D	Xovers	50
	D	Both ends Storage track	10
Gonn	D	Xovers	50
East & West Baring	D	Xovers	50
	D	Both ends Storage track	10
La Plata	D	Xovers	50
East & West Ethel	D	Xovers	50
	D	Both ends Storage track	10
East Marceline	D	Xover	50
West Marceline	D	Yard lead switches	20
	D	Xover (MP 349.3)	50
Mendon, Bosworth	D	Xovers	50
W.B. Jct.	D	Xovers	50
	D	N.S. connection	50
Hardin	D	Xovers & connection to South track	30
C.A. Jct.	D	Xovers	40
	D	N.S. connection	30
East & West Sibley	D	End of 2 tracks	30
Eton	D	Xovers	40
	D	U.P. connection	30
Congo	D	West Xover	40
	D	East Xover & U.P. connection	30

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APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

Marceline Subdiv.

WEST-WARD ↓					↑ EAST-WARD
Station Number	Siding Feet	STATIONS		Meth. of Oper.	Mile Post
63500	N10490	FT. MADISON	BPT		234.3
		2.0			
		WEST FT. MADISON			236.3
		9.9			
63475		ARGYLE, IA			246.2
		16.8			
		EAST MEDILL, MO			263.0
		1.8			
		WEST MEDILL			264.8
		12.0			
63455		GORIN			276.8
		13.2			
		EAST BARING			290.0
		2.0			
		WEST BARING			292.0
		20.7			
63430		LA PLATA		CTC 2MT ATS	312.7
		16.6			
		EAST ETHEL			329.3
		1.6			
		WEST ETHEL			330.9
		16.0			
		EAST MARCELINE			346.9
		0.4			
63400		MARCELINE	PT		347.3
		2.0			
		WEST MARCELINE			349.3
		11.4			
63350		MENDON			360.7
		13.6			
63325		BOSWORTH			374.3
		12.2			
63300		CARROLLTON			386.4
		2.2			
		W. B. JCT.			388.7
		8.0			
63290		NORBORNE		CTC 2MT	396.6
		8.8			
63280		HARDIN		CTC 2MT ABS 2MT	405.4
		5.9			
63240		HENRIETTA	P		411.3
		6.9			
		C.A. JCT.		CTC 2MT ATS	418.2
		6.7			
		EAST SIBLEY		CTC	424.9
		1.4			
		WEST SIBLEY			426.3
		10.2			
63220		ETON		CTC 2MT	436.5
		7.7			
63175		CONGO			444.2
		1.7			
		Armco RRX K.C.S. RRX	M M	CTC	445.9
		0.4			
		SHEFFIELD			446.4
		4.8			
63150		KANSAS CITY, MO (Amtrak Station)	BP	KCT Ry.	451.1
		(216.8)			

Marceline Subdiv.

SPECIAL INSTRUCTIONS

1. SPEED REGULATIONS

(A) MAX. SPEED BETWEEN:	MPH Psgr.	MPH Frt.
Ft. Madison & W.B. Jct.	90	55*
W.B. Jct. & C.A. Jct. (NT)	79	55*
Hardin & C.A. Jct. (ST)	50	50
C.A. Jct. & Hardin (MT)	79	55*
Hardin & W.B. Jct. (ST)	60	55+
C.A. Jct. & Bridge M.P. 425.0	90	55*
Bridge M.P. 425.0 & Sheffield (A.T.S.F.)	79	55*
Congo & Rock Creek Jct. (U.P.)	30	30
Rock Creek Jct. (0.18) & U.P. RRX (1.28) (K.C.T. Tracks 2 & 3)	25	25
U.P. RRX (1.28) and Signal Bridge 19 (1.67) (K.C.T. Tracks 2 & 3)	30	30
Signal Bridge 19 (1.67) & Holmes Street (5.62) (K.C.T. Tracks 2 & 3)	40	40
Signal Bridge 19 (1.67) & Cleveland Ave. (3.47) (K.C.T. Track 4)	30	30
Holmes Street (5.62) & B.N. RRX (7.18) (K.C.T. Tracks 2 & 3)	20	20
B.N.RRX (7.18) & Santa Fe Jct. (7.52) (K.C.T. Tracks 2 and 3)	15	15

(C) SPEED RESTRICTIONS — VARIOUS

	Mile Posts	MPH Psgr.	MPH Frt.
Cv	242.1 - 242.6	85	
Cv	250.3 - 256.0*	50	45
Cv	269.0 - 270.5	85	
Cv	277.2 - 288.7	85	
Cv	293.8 - 303.[illegible]	85	
Cv	309.2 - 316.9	85	
Cv	331.0 - 333.9*	55	55
Cv	334.0 - 335.6*	55	45
Cv	335.6 - 339.2	50	45
Cv	339.4 - 339.7	70	65
Cv	347.6 - 348.9 (NT)	60	55
Cv	347.6 - 347.8 (ST)	50	45
Cv	352.6 - 354.0	70	65
Cv	372.0 - 372.7	70	
Cv	376.2 - 376.5	75	
Cv	382.4 - 384.3 (ST)	70	
Cv	384.3 - 384.5 (NT)	80	
Cv	388.5 - 388.5 (ST)	50	50

	Mile Posts	MPH Psgr.	MPH Frt.
Cv	West of Hardin 405.6 - 406.0 (ST)	25	25
Cv	416.7 - 419.1	55	55
Cv	416.9 - 417.1 (ST)	40	40
Cv, Br	424.9 - 426.3*	30	30
Cv	426.4 - 427.8	55	50
Cv	434.9 - 436.9	75	
Cv	437.5 - 437.8*	40	35
Cv	437.9 - 438.4*	50	45
Cv	438.4 - 438.9	65	60
Cv	442.5 - 443.6	70	65
Cv	443.7 - 444.5*	40	40
Cv	445.0 - 445.8	25	25
RRX	445.9	20	20
RRX	M.P. 446.4 K.C.T. Tracks 2 and 3	25	25
	K.C.T. Track 4	15	15

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APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

WEST-WARD ↓ **Emporia Subdiv.** ↑ EAST-WARD

Station Number	Siding Feet	STATIONS		Meth. of Oper.	Mile Post
63150		KANSAS CITY, MO Amtrak Station	BP	KCT Ry.	
		SANTA FE JCT.	T	CTC 2MT	1.7
		A.Y. TOWER			3.9
62000		KANSAS CITY, KS (Argentine)	BCT		4.8
61950		TURNER	B		7.1
		WEST TURNER		CTC 4MT	8.1
		EAST HUMP LEAD			8.3
61940		MORRIS			11.0
61930		HOLLIDAY		CTC	13.4
		N.R. JCT.	T	CTC 3MT	111.3
61200		EMPORIA	BPT	CTC 2MT	112.1
		MERRICK		CTC-ST ABS-DT	115.3
55250	12080	ELLINOR		3MT	124.7

SPECIAL INSTRUCTIONS

SPEED REGULATIONS

(A) MAX. SPEED BETWEEN:	MPH Psgr.	MPH Frt.
Kansas City Amtrak Station & B.N. RRX K.C.T. Tracks 2 & 3	20	20
B.N. RRX & Santa Fe Jct. (M.P. 1.7) K.C.T. Tracks 2 & 3	15	15
Santa Fe Jct. (M.P. 1.7) & A.Y. Tower	45	45
A.Y. Tower (M.P. 3.9) & Turner	30	30
Turner & Holliday, Main Track No. 1	70	55*
Turner & M.P. 8 Main Tracks 2, 3 & 4	20	20
M.P. 8 & Holliday Main Tracks Nos. 2 & 3	70	55*
M.P. 8 & Holliday Main Track No. 4	40	40
Holliday & Emporia Except South Track N.R. Jct. to Constitution St. (M.P. 111.9)	70	55*
N.R. Jct. & Constitution St. (M.P. 111.9) Emporia South Track	40	40
Constitution St. (M.P. 111.9) Emporia & Ellinor	79	55*

(C) SPEED RESTRICTIONS — VARIOUS

	Mile Posts	MPH
Cv	1.7	15
Cv	3.5 - 3.7 (NT)	25
Cv	7.1 - 7.8 (Track No. 1)	60
Trk	13.3 - 14.4 (NT)	40
Xing: 110.6 - 111.9		30

(D) SPEED RESTRICTIONS — SWITCHES

Maximum speed permitted through turnout of switches, except main track switches listed below, 10 MPH

"D" — Dual Control Switch "S" — Spring Switch

Station or MP		Location	MPH
Santa Fe Jct.	D	Turnout to South track, west of Santa Fe Jct.	30
12th St. (CP 148)	D	3 Westward Xovers from South track to Running Track 4	30
	D	Other Xovers	15
A.Y. Tower (CP 147)	D	Westward Xover from North track to South track	40
	D	Turnout from Running Track 3 to South Eastrack	30
	D	Other Xovers and Turnouts	15
E. 18th St. (CP 145)	D	Turnout from Running Track 3 to Aux. Running Track	20
	D	Other Xovers	15
W. 18th St. (CP 144)	D	North track turnout at ED-3 Switch	30
	D	Xover between South and North tracks	30
M.P. 5.5 (CP 143)	D	EE fuel platform, turnout east receiving to North track	10
	D	Xover between North & South tracks	15

Emporia Subdiv.

(D) SPEED RESTRICTIONS — SWITCHES (Continued)

M.P. 5.8 (CP 142)	D	WE fuel platform, Xover between North & South tracks	15
	D	Xover between North track & East Receiving 1002 track	10
West End North Main (CP 141)	D	M.P. 6.7, Turnout from North track to ER 1003 or 1004	10
	D	M.P. 6.9, Turnout from main track to North track	30
West East Track (CP 132)	D	M.P. 7.2, Two Crossovers from track No. 3 to North East Track	20
	D	Other Xovers & Turnouts	15
West Turner (CP 131)	D	Xovers between tracks Nos. 2, 3, & 4, M.P. 8.1	20
	D	Turnout, Tail Track	20
East Hump Lead (CP 139)	D	Turnout, track No. 1 to Hump Lead, M.P. 8.3	40
Morris	D	Xovers, M.P. 11.0	40
Holliday	D	Xover between tracks Nos. 2 & 3	30
	D	Turnout, track No. 4	40
	D	Turnout to Topeka Subdiv.	30
N.R. Jct.	D	Turnout to Topeka Subdiv.	30
	D	Xovers & Turnout, South track	40
Emporia	D	Xover between Middle & South track near Merchant St.	15
	D	Turnout from South track to Track No. 11 near Constitution St.	10
Merrick	D	Xovers between Middle track & North track & west Xover between Middle track & South track	50
	D	East Xover between Middle track & South track	30
Ellinor	D	Main track turnouts & Xovers	40

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APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

WEST-WARD ↓ Topeka Subdiv. ↑ EAST-WARD

Station Number	Siding Feet	STATIONS		Meth. of Oper.	Mile Post
61930		HOLLIDAY			
		11.4			
60530	8600	DESOTO	P		11.1
		15.4			
60500	6500	LAWRENCE	BCTY		26.5
		5.1			
60475	2500	LAKE VIEW			31.6
		14.4			
60425	7900	TECUMSEH			46.0
		6.6			
60200	2050	A.T.S.F. RRX	A		52.6
		TOPEKA	BCTY	TWC ABS ATS	50.6
		6.7			
60220	2450	PAULINE			57.3
		14.3			
60232		SCRANTON			71.6
		5.3			
60236	3400	BURLINGAME			76.9
		7.2			
60240	5000	OSAGE CITY			84.3
		0.7			
		U.P. RRX	A		84.8
		11.7			
60248		READING			96.5
		14.5			
		N.R. JCT.	TY		111.0
		(112.8)			

SPECIAL INSTRUCTIONS

1. SPEED REGULATIONS

(A) MAX. SPEED BETWEEN:

	MPH Psgr.	MPH Frt.
Holliday & N.R. Jct.	79	55#
Sunflower Ordnance Track M.P. 11.3	25	25

#See Special Instruction 5(B)

(C) SPEED RESTRICTIONS — VARIOUS

	Mile Posts	MPH Psgr.	MPH Frt.		Mile Posts	MPH Psgr.	MPH Frt.
Cv	0.0 - 0.3	30	30	Cv	36.9 - 37.8	70	
Cv	0.7 - 0.9	65		Cv	51.1 - 51.3	65	
Cv	2.8 - 3.3	55		Cv	51.5 - 52.0	45	40
Cv	3.7 - 3.9	70			52.2 (Viaduct)		
Cv	6.3 - 6.5	75			to Fourth St**	10	10
Cv	8.8 - 9.3	65		RRX	52.6	10	10
Cv	15.1 - 16.1	70		Xing	Fourth St. to		
Cv	18.3 - 19.5	65			Tenth St.	20	20
Cv	23.4 - 23.6	55		Cv	58.9 - 59.1	70	
Cv	24.6 - 24.8	70		Cv	59.8 - 60.0	70	
Cv	25.2 - 25.9	60		Cv	61.0 - 63.6	55	50
Cv	26.2 - 27.4*	35	30	Cv	63.6 - 64.2*	50	45
Cv	28.7 - 30.3	70		Cv	64.5 - 64.7	65	
Cv	34.8 - 35.2	55	50	Cv	65.0 - 65.3	70	

(C) SPEED RESTRICTIONS — VARIOUS (Continued)

	Mile Posts	MPH Psgr.	MPH Frt.		Mile Posts	MPH Psgr.	MPH Frt.
Cv	66.5 - 67.2	50	50	Cv	85.3 - 85.7	40	40
Cv	67.5 - 67.8	60		Cv	88.5 - 88.9	60	
Cv	69.0 - 69.4	60		Cv	89.5 - 90.2	75	
Cv	69.8 - 70.1	75		Cv	93.7 - 94.0	70	
Cv	75.1 - 75.3	60		Cv	96.1 - 96.4	60	
Cv	76.0 - 77.1	60		Cv	97.8 - 98.3	60	50
Cv	83.3 - 83.5	60		Cv	107.3 - 108.3	60	
Cv	84.0 - 84.4	50	40	Cv, Xing	110.0 - 110.3	30	30
Xing	84.4 - 85.5	40	40				
RRX	84.8	40	40	Cv	110.8 - 111.0 **	30	30

* Equipped with Westward and Eastward ATS Inert Inductors
** Equipped with Westward ATS Inert Inductors

(D) SPEED RESTRICTIONS — SWITCHES

Maximum speed permitted through turnout of switches, except main track switches listed below, 10 MPH.

"D" — Dual Control Switch "S" — Spring Switch

Station		Location	MPH
Holliday	D	Turnout Topeka Subdiv.	30
DeSoto, Lawrence, Lake View, Tecumseh	S	Both ends siding	10
Topeka	S	Both ends siding	10
	S	WE of yards	10
Pauline, Osage City	S	Both ends siding	10
N.R. Jct.	D	Turnout Topeka Subdiv.	30

DOS CITY CLERK

BNSF
APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

Newton Subdiv.

WEST-WARD ↓		Newton Subdiv.			↑ EAST-WARD
Station Number	Siding Feet	STATIONS		Meth. of Oper.	Mile Post
55250		ELLINOR			~124.7
		7.0			
61170	11762	STRONG CITY			131.7
		4.1			
61150		NEVA			135.8
		9.0			
61140	8583	CLEMENTS		CTC	144.8
		12.1			
61130	8079	FLORENCE			156.9
		11.7			
		U.P. RRX	A		168.6
		0.9			
61125	10487	PEABODY			169.5
		8.8			
61120	8419	WALTON			178.3
		5.3			
		U.P. RRX	M		184.6
		0.5			
61100		NEWTON (60.4)	BPT	CTC 3MT	185.1

SPECIAL INSTRUCTIONS

1. SPEED REGULATIONS

(A) MAX. SPEED BETWEEN:	MPH Psgr.	MPH Frt.
Ellinor & U.P. RRX (M.P. 184.6)	79	55*
Newton — Main tracks between U.P. RRX (M.P. 184.6) & M.P. 186.0:	20	20
Freight leads between M.P. 185.6 & Sand Creek, Bridge M.P. 186.3	10	10

*See Special Instruction 5(A)

(C) SPEED RESTRICTIONS — VARIOUS

	Mile Posts	MPH Psgr.	MPH Frt.		Mile Posts	MPH Psgr.	MPH Frt.
Cv	132.4 - 132.8	75		RRX	168.6	45	45
Cv	133.7 - 133.9	70	50	Cv	168.9 - 169.1	65	45
Cv	135.9 - 136.4	75	65	Cv	170.0 - 170.5	75	65
Cv	166.4 - 166.8	70	65	Cv	173.3 - 175.9	70	65
Cv	168.0 - 168.4	50	45	RRX	184.6	20	20

Newton Subdiv.

(D) SPEED RESTRICTIONS — SWITCHES

Maximum speed permitted through turnout of switches, except main track switches listed below, 10 MPH.

"D" — Dual Control Switch

Station or MP		Location	MPH
Ellinor	D	Main track turnouts & Xovers	40
Strong City	D	Both ends siding	40
Neva	D	Turnout to Strong City Subdiv.	20
Clements	D	Both ends siding	40
Florence	D	Both ends siding	30
Peabody	D	Both ends siding	30
	D	Connection to U.P.	20
Walton	D	Both ends siding	30
	D	East switch, storage track	10
Newton & First St.	D	Main track Xovers & turnouts M.P. 184.5 to M.P. 185.5	30
	D	Turnout to lower yard M.P. 185.6	10

DOS CITY CLERK

APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

WEST-WARD ↓ — La Junta Subdiv. — ↑ EAST-WARD

Station Number	Siding Feet	STATIONS		Meth. of Oper.	Mile Post
61100		NEWTON	PT	CTC 3MT	185.1
		0.5			
		FIRST ST.			185.6
		0.5			
		RAIL MILL			186.1
		0.6			
61100		SAND CREEK	BCPT	CTC 2MT	186.7
		1.0			
		WEST SAND CREEK			187.7
		2.3			
		S.C. JCT.			190.0
		4.6			
61040	6124	HALSTEAD			194.6
		9.1			
61030	10452	BURRTON			203.7
		11.2			
61000		WAY	BPT		214.1
		1.6			
		S.S.W. RRX	M	CTC	216.5
		1.8			
61000	29903	HUTCHINSON	P		218.0
		0.3			
		C.H. JCT.			218.3
		0.9			
		K.S.W. RRX	M		219.2
		0.0			
		WEST HUTCH	Y		219.2
		15.9			
58980	10166	ABBYVILLE			235.1
		16.0			
58968	10300	ZENITH			251.1
		6.1			
		K.S.W. RRX	A		257.2
		8.8			
58960	10284	ST. JOHN			266.0
		18.9			
58945	10370	BELPRE		TWC ABS ATS	284.9
		17.5			
58935	8600	KINSLEY			302.4 (316.7)
		8.0			
58930	5282	OFFERLE			324.7
		11.4			
58920	7768	SPEARVILLE			336.1
		8.6			
58915		WRIGHT	Y		344.7
		5.4			
		DODGE CITY JCT.	Y	TWC ABS DT ATS	350.1
		2.4			
58900		DODGE CITY	BCPTY		352.5
		2.2			
		SEARS	Y		354.7
		16.5			
58870	6250	CIMARRON			371.2
		12.8			
58850	7750	CHARLESTON			384.0
		18.4			
58300	7835	GARDEN CITY	BCPTY		402.4
		14.6			
58250	4050	DEERFIELD			417.0
		20.3			
58220	6850	SUTTON		TWC ABS ATS	437.3
		16.6			
58190	10000	SYRACUSE, KS	P		453.9
		21.0			
58180	3700	HOLLY, CO			474.9
		10.4			
58165	4000	GRANADA			485.3
		17.0			
58100	7500	LAMAR	P		502.3
		19.2			
58080	4000	CADDOA			521.5
		12.1			
		LAS ANIMAS JCT.	P	CTC ATS	533.6
		(334.2)			

Effective April 7, 1996, the maximum speed on the La Junta Subdivision will not exceed 79 MPH.

SPECIAL INSTRUCTIONS

1. SPEED REGULATIONS

(A) MAX. SPEED BETWEEN:	MPH Psgr.	MPH Frt.
Newton —		
Main tracks between U.P. RRX (M.P. 184.6) & Rail Mill (M.P. 186.1)	20	20
Freight leads between First St. M.P. 185.6 & Sand Creek Bridge M.P. 186.3	10	10
Rail Mill (M.P. 186.1) & West Hutch	79	55*
West Hutch & Wright (M.P. 344.7)	90	55*
Wright (M.P. 344.7) & Sears (M.P. 354.7)		
North Track	90	55*
South Track	40	40
Dodge City — Freight lead between east switch & bridge at M.P. 351.0	20	20
Sears (M.P. 354.7) & Las Animas Jct.	90	55*

(C) SPEED RESTRICTIONS — VARIOUS

	Mile Posts	MPH Psgr.	MPH Frt		Mile Posts	MPH Psgr.	MPH Frt
Cv	186.4 - 186.5	75	65	Cv	347.9 - 352.0 (NT)	60	40
Cv	187.3 - 187.8	55	50				
Xing	203.3 - 204.1	50	50	Cv	352.0 - 352.3 (NT)	30*	20
RRX	216.5	40	40				
Xing	216.6 - 219.1	30	30	Cv	352.0 - 352.3 (ST)	20*	20
Cv	218.1 - 219.1	40	30				
RRX	219.2	40	40	Cv	381.6 - 381.9	85	
Cv	219.4 - 220.2	60	55	Xing	401.7 - 403.0	45	45
Cv	228.3 - 228.8	85		Cv	421.3 - 422.2	80	
RRX	257.2	50	50	Cv	432.6 - 433.2	75	
Cv	257.2 - 257.4	50	50	Cv	435.9 - 436.5	85	
Xing	265.7 - 266.2	55	55	Cv	479.9 - 481.9	75	
Cv	266.1 - 266.5	85		Cv	492.4 - 492.6	85	
Cv	301.7 - 302.0	60	55	Xing	502.1 - 503.0	60	60
Xing	301.9 - 302.4	55	55	Cv	528.6 - 531.0	85	
Cv	302.2 - 302.4	75	65				

*Equipped with Westward ATS Inert Inductors.

(D) SPEED RESTRICTIONS — SWITCHES

Maximum speed permitted through turnout of switches, except main track switches listed below, 10 MPH.

"D" – Dual Control Switch "R" – Rigid Switch "S" – Spring Switch

Station or MP		Location	MPH
Newton and First St.	D	Main track Xovers & turnouts M.P. 184.5 to M.P. 185.5	30
	D	Turnout to lower yard M.P. 185.6	10
Rail Mill	D	Xover M.P. 186.1	40
West Sand Creek	D	Turnouts to yard M.P. 187.8	10
	D	Xovers M.P. 187.8	30
S.C. Jct.	D	Turnout from or to south track M.P. 190.0	40
Halstead, Burrton	D	Both ends siding	40
East end Way to West Hutch	D	Second Xover west of S.S.W. RRX between siding & main track	10
	D	Xover west of S.S.W. RRX between siding & Track 301	10
	D	Other turnouts & Xovers	30
Abbyville, Zenith, St. John, Belpre, Kinsley	S	Both ends siding	30
Offerle, Spearville	S	Both ends siding	20

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La Junta Subdiv.

Wright	S	Turnout from or to South Track M.P. 344.7	30
Dodge City Jct.	S	South Main Track M.P. 350.1	30
	S	Turnout EE Freight lead	20
Sears	S	End of Double Track M.P. 354.7	30
Cimarron, Charleston	S	Both ends siding	20
Garden City	S	East switch siding	10
	R	West switch siding M.P. 402.7	10
Deerfield	S	Both ends siding	10
Sutton	S	Both ends siding	30
Syracuse	S	Both ends siding	20
Holly, Granada	S	Both ends siding	10
Lamar	S	Both ends siding	20
Caddoa	S	Both ends siding	10
Las Animas Jct.	D	Boise City Subdiv. junction switch	30

Boise City Subdiv.

WESTWARD ↓ ↑ EASTWARD

Station Number	Siding Feet	STATIONS		Meth. of Oper.	Mile Post
		LAS ANIMAS JCT.	P		533.6
		2.4		CTC ATS	
58060	8300	LAS ANIMAS			536.0
		14.7			
		CASA		CTC 2MT ATS	550.7
		4.2			
56700		LA JUNTA	BCPTY	ABS 2MT ATS	554.9
		(256.8)			

SPECIAL INSTRUCTIONS

1. SPEED REGULATIONS

(A) MAX. SPEED BETWEEN:	MPH Psgr.	MPH Frt.
Las Animas Jct. & La Junta	90	55*
La Junta M.P. 554.2 & M.P. 554.9	40	40

(C) SPEED RESTRICTIONS — VARIOUS

	Mile Posts	MPH Psgr.	MPH Frt.
Cv	536.4 - 536.5	80	
Cv	543.1 - 543.9	80	
Cv	544.9 - 545.8	85	
Cv	547.9 - 548.0	85	
Cv	551.4 - 551.6	80	60
Cv	552.6 - 553.1	60	55
Cv	553.6 - 554.2	80	60

(D) SPEED RESTRICTIONS — SWITCHES

Maximum speed permitted through turnout of switches, except main track switches listed below. 10 MPH.

"D" - Dual Control Switch "R" - Rigid Switch "S" - Spring Switch

Station or M.P.		Location	MPH
Las Animas Jct.	D	Boise City Subdiv. junction switch	30
Las Animas	D	Both ends of siding	30
Casa	D	Turnout to South track	30

Effective April 7, 1996, the maximum speed on the Boise City Subdivision will not exceed 79 MPH.

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APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

WEST-WARD ↓ — Raton Subdiv. — ↑ EAST-WARD

Station Number	Siding Feet	STATIONS		Meth. of Oper.	Mile Post
56700		LA JUNTA	BCPTY		554.9
		17.4			
56660	4650	TIMPAS			572.3
		10.7			
56650	6000	MINDEMAN			583.0
		8.5		TWC ABS ATS	
56640	5250	DELHI			591.5
		13.2			
56630	6250	SIMPSON			604.7
		10.3			
56620	4750	MODEL			615.0
		11.3			
56610	6150	HOEHNES			626.3
		9.5			
		TRINIDAD	PY		635.8
		1.3			
56600		WEST TRINIDAD			637.1
		1.5		CTC 2MT	
56590		JANSEN			638.6
		8.7			
		GALLINAS			647.3
		4.5			
56555		WOOTTON, CO			651.8
		3.4			
56510	5300	KEOTA, NM			655.2
		4.3			
56500	4500	RATON	BPT		659.5
		11.9			
56490	5650	HEBRON		CTC	671.3
		7.5			
56480	5900	SCHOMBERG			678.8
		12.2			
56450	6050	FRENCH	T		691.0
		8.4			
56445	5300	SPRINGER			699.4
		10.6			
56440	6250	COLMOR			710.0
		9.7			
56430	6100	LEVY			719.7
		5.6			
56425		WAGON MOUND			725.3
		17.0		TWC ABS	
56420	4650	SHOEMAKER			742.3
		7.9			
56415	6250	WATROUS			750.2
		9.3			
56410	7602	ONAVA			759.5
		10.5			
56400	5700	LAS VEGAS (215.2)	BPY		770.1

Effective April 7, 1996, the maximum speed on the Boise City Subdivision will not exceed 79 MPH

(D) SPEED RESTRICTIONS — SWITCHES*

Maximum speed permitted through turnout of switches, except main track switches listed below, 10 MPH.

"D" - Dual Control Switch "R" - Rigid Switch "S" - Spring Switch

Station		Location	MPH
Timpas	S	Both ends siding	25
Mindeman, Delhi, Simpson	S	Both ends siding	30
M.P. 605.5	R	Turnout to Pinon Canyon	10
Model, Hoehnes	S	Both ends siding	30
Trinidad	D	Turnout to South track	30
	D	EE No. 6 track	10
West Trinidad	D	WE No. 6 track	20
Jansen	D	2 Xovers	30
	D	Connection, Jansen yard	10
Gallinas	D	2 Xovers	20
Wootton	D	End of 2 tracks	20
Keota	D	Both ends siding	20
Raton	D	Both ends siding	30
	D	Xover, M.P. 659.1	30
	D	East yard both ends freight lead	10
Hebron	D	Both ends siding	30
Schomberg	S	Both ends siding	30
French	D	Both ends siding	30
	D	York Canyon Subdiv. Jct. Switch	40
Springer	D	Both ends siding	30
Colmor, Levy, Shoemaker, Watrous	S	Both ends siding	10
Wagon Mound	S	Turnout to Spur	10
Onava	S	Both ends siding	30
Las Vegas	S	EE siding	30
	S	WE siding	10

SPECIAL INSTRUCTIONS

5. SPEED REGULATIONS

(A) MAX. SPEED BETWEEN:	MPH Psgr.	MPH Frt.
La Junta & Trinidad	90	55*#
Trinidad & Raton	79	55#
Raton & Las Vegas	79	55*#

* See Special Instruction 5(A); # Special Instruction 5(B)

(C) SPEED RESTRICTIONS — VARIOUS

	Mile Posts	MPH Psgr.	MPH Frt.		Mile Posts	MPH Psgr.	MPH Frt.
Cv	555.6 - 555.8* **	35	30	Xing/Cv	636.2 - 637.5	20	20
Cv	556.2 - 556.4	55	50	Cv	637.5 - 638.5	45	35
Cv	575.5 - 576.0	80		Cv	638.5 - 643.0	30	30
Cv	576.2 - 577.2	75		Cv	643.0 - 648.9 **	25	20
Cv	581.2 - 581.4	80		Cv	648.9 - 651.2 **	20	20
Cv	587.1 - 589.3	75		Cv	651.2 - 652.1 **	25	20
Cv	589.5 - 590.6	85		Tnl	652.1 - 652.5	20	20
Cv	591.0 - 591.4	75		Cv	652.5 - 653.3 *	25	20
Cv	593.3 - 594.1	75		Cv	653.3 - 654.5 *	30	20
Cv	595.1 - 596.5	75		Cv	654.5 - 655.6 *	25	20
Cv	605.1 - 605.5	75		Cv	655.6 - 656.6 *	30	20
Cv	606.6 - 607.3	80		Cv	656.6 - 657.6 *	25	20
Cv	615.6 - 615.8	75		Cv	657.6 - 657.9*	35	20
Cv	618.1 - 618.5	75		Cv	657.9 - 659.4	40	20
Cv	619.6 - 619.7 *	40	35	Cv	659.9 - 660.5 **	45	40
Cv	620.2 - 622.4	45	35	Cv	660.8 - 661.7	70	60
Cv	622.9 - 624.7 **	40	35	Cv	663.1 - 664.2	79	65
Cv	633.6 - 633.8	75					

(C) SPEED RESTRICTIONS — VARIOUS (Continued)

	Mile Posts	MPH Psgr.	MPH Frt.		Mile Posts	MPH Psgr.	MPH Frt.
Cv	664.2 - 667.	75	65	Cv	698.3 - 700.3	65	55
Cv	667.1 - 670.7	75		Cv	719.1 - 719.3	79	65
Cv	676.6 - 676.9	75		Cv	730.8 - 731.6	79	65
Cv	682.4 - 682.6	75		Cv	732.0 - 734.3	75	
Cv	686.4 - 686.6	75		Cv	736.1 - 739.8 * **	40	40
Cv	689.1 - 689.5	75		Cv	739.8 - 747.3 * **	45	40
Cv	690.2 - 690.5 * **	50	45	Cv	747.6 - 748.1 * **	40	35
Cv	690.9 - 691.2	55	50	Cv	748.1 - 749.0 * **	45	40
Cv	691.6 - 692.0	65	55	Cv	749.0 - 749.4 * **	40	35
Cv	692.2 - 692.5	79	65	Cv	754.7 - 754.9	79	65
Cv	695.0 - 695.2	75		Xing	769.3 - 770.3	30	30
Cv	696.0 - 696.2	70	65				

* Equipped with Westward ATS Inert Inductors
** Equipped with Eastward ATS Inert Inductors

BOISE CITY CLERK

APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

WEST-WARD ↓		Glorieta Subdiv.		↑ EAST-WARD
Station Number	Siding Feet	STATIONS	Meth. of Oper.	Mile Post
56400	5700	LAS VEGAS	BPY	770.1
56390	4850	OJITA		778.5
56380	5400	CHAPELLE	TWC	788.8
56370	4500	BLANCHARD	ABS	793.6
56360	6385	SANDS		803.3
56340	6632	GISE		811.0
56330	4050	ROWE		816.0
	8500	FOX		820.4
56320	5800	GLORIETA	CTC	825.2
56310	4850	CANYONCITO		830.0
56190	7500	LAMY		835.2
56180	4750	WALDO		854.6
56160		DOMINGO	TWC	865.3
56150	5950	NUEVE	ABS ATS	876.6
56140	6250	BERNALILLO		886.0
56120		HAHN	Y TWC	898.8
56100		ALBUQUERQUE	BCPRTY ABS DT	902.4
		ABAJO	R ATS	903.8
		RIO BRAVO		906.4
40015	2486	ISLETA	CTC	12.6
20870		DALIES (159.7)		27.4

(D) SPEED RESTRICTIONS — SWITCHES

Maximum speed permitted through turnout of switches, except main track switches listed below, 10 MPH.

"D" - Dual Control Switch "S" - Spring Switch

Station		Location	MPH
Las Vegas	S	EE siding	30
	S	WE siding	10
Ojita, Chapelle	S	Both ends siding	10
Blanchard	S	Both ends siding	10
Sands, Gise, Rowe	S	Both ends siding	30
Fox	D	Both ends siding	30
Glorieta	D	Both ends siding	20
Canyoncito	D	Both ends siding	25
Lamy	S	Both ends siding	30
Waldo	S	Both ends siding	10
Nueve, Bernalillo	S	Both ends siding	25
Hahn	S	End of Double track eastward	30
Abajo	D	WE Double track	40
Isleta	D	Both ends siding	10
Dalies	D	Switch M.P. 27.5	40
	D	Xover M.P. 27.5	40
	D	Xover M.P. 27.5	50

SPECIAL INSTRUCTIONS

1. SPEED REGULATIONS

(A) MAX. SPEED BETWEEN:	MPH Psgr.	MPH Frt.
Las Vegas & Lamy	79	55*#
Lamy & Albuquerque	79	55#
Albuquerque & Abajo	79	55#
Abajo & M.P. 905.2	20X	20X
M.P. 905.2 & Dalies	79	55#

X Westbound trains may resume speed when the head-end clears the restricted area.

(C) SPEED RESTRICTIONS — VARIOUS

	Mile Posts	MPH Psgr.	MPH Frt.		Mile Posts	MPH Psgr.	MPH Frt.
Xing	769.3 - 772.3	30	30	Cv	819.2 - 819.5* **	50	40
Cv	770.7 - 772.3	75	60	Cv	819.6 - 819.7* **	40	35
Cv	772.6 - 772.8*	40	35	Cv	819.7 - 822.6* **	50	40
Cv	772.8 - 773.4*	50	45	Cv	822.6 - 824.6* **	50	45
Cv	779.4 - 781.9	55	50	Cv	824.6 - 824.9* **	35	30
Cv	782.3 - 784.1	45	45	Cv	824.9 - 825.8* **	25	20
Cv	784.7 - 784.9	40	40	Cv	825.8 - 827.8* **	20	20
Cv	786.1 - 786.3	60	50	Cv	827.8 - 829.5* **	25	20
Cv	786.5 - 787.3* **	50	45	Cv	830.2 - 831.7* **	40	30
Cv	788.4 - 790.5	50	45	Cv	832.1 - 832.9* **	20	20
Cv	790.8 - 793.9	45	40	Cv	833.1 - 835.0	65	50
Cv	794.3 - 794.5	45	30	Cv	838.3 - 842.3	80	
Cv	794.7 - 795.2* **	45	20	Cv	845.4 - 847.3	80	
Cv	795.2 - 799.8* **	35	20	Cv	850.7 - 851.5	85	55
Cv	800.4 - 802.9* **	50	45	Cv	852.5 - 852.7*	50	45
Cv	804.0 - 805.* **	55	50	Cv	852.9 - 853.2*	55	50
Cv	805.1 - 805.9* **	45	45	Cv	853.2 - 853.7*	35	30
Cv	805.8 - 808.9* **	50	45	Cv	861.3 - 862.2	80	60
Cv	809.4 - 809.7	75	60	Cv	866.7 - 871.3	80	
Cv	811.1 - 811.5	79	60	Cv	873.9 - 875.6	80	
Cv	812.3 - 812.8	55	50	Cv	878.2 - 879.6	75	
Cv	812.8 - 813.2* **	45	40	Xing	898.8 - 899.4	60	60
Cv	813.2 - 814.1* **	50	40	Xing	899.4 - 901.5	50	50
Cv	814.3 - 814.4	60	55	Xing	901.5 - 901.8	25	25
Cv	815.0 - 815.6	65	60	Cv	905.2 - 905.4	70	
Cv	816.9 - 817.1	75	60	Cv	12.5 - 13.6	70	
Cv	818.6 - 818.9	55	50	Cv	26.8 - 27.4	50	40

* Equipped with Westward ATS Inert Inductors
** Equipped with Eastward ATS Inert Inductors

APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

WEST-WARD ↓ — Gallup Subdiv. — ↑ EAST-WARD

Station Number	Siding Feet	STATIONS	Mech. or Oper.		Mile Post
20870	S5314	DALIES			10.1 / 27.4
		9.7			
20862		RIO PUERCO		CTC 2MT ATS	33.9
		No. 13.5 / So. 14.6			
20840	S6768	SUWANEE			47.2
		11.6			
20830		MARMON			58.7
		11.7			
20810		LAGUNA		CTC 2MT	71.1
		11.6			
20784		McCARTYS			82.7
		11.6			
20770	S6620	EAST GRANTS			94.3
		4.0			
	N5842	WEST GRANTS			98.3
		8.9			
20750	S5844 N6758	BLUEWATER			107.2
		6.1			
20720		EAST BACA	T		113.3
		1.5			
		WEST BACA	T		114.8
		No. 2.9			
20705		EAST PEGS	T		117.7
		No. 0.8 — So. 10.8			
		WEST PEGS	T		118.5
		No. 7.1			
20690	S7128	THOREAU	T	CTC 2MT ATS	125.6
		3.2			
20680		GONZALES			128.8
		No. 17.1 / So. 15.6			
20640		PEREA			143.0
		6.3			
20620	S5270	MCCUNE			149.3
		2.3			
20610	N8534	ZUNI			151.6
		4.9			
		EAST GALLUP			156.5
		1.1			
20600		GALLUP	BPT		157.6
		3.7			
		WEST GALLUP			161.3
		3.7			
20595		EAST DEFIANCE			165.0
		2.0			
		WEST DEFIANCE, NM	T		167.0
		13.4			
20580	N6737	LUPTON, AZ	X		180.4
		10.9			
20575	N7220 S6750	HOUCK	X	TWC ABS DT ATS	191.2
		9.0			
20570	S5259	CHETO	X		199.7
		15.0			
		EAST CORONADO JCT.	T	CTC 2MT ATS	214.8
		1.1			
		WEST CORONADO JCT.	T		215.9
		3.2			
20540	N6437 S7107	PINTA	X		219.2
		12.1			
20535	N6820 S5687	ADAMANA	X		232.3
		20.7			
20525	N6769 S5718	HOLBROOK	PX	TWC ABS DT ATS	253.0
		5.6			
20515	S7505	PENZANCE			258.6
		3.7			
20510	S3599	JOSEPH CITY	X		262.4
		12.2			
20505	N7155 S5621	HIBBARD	X		274.8
		9.7			
20500		EAST WINSLOW	BCT		284.5
		NORTH TRACK (270.3) SOUTH TRACK (269.6)		CTC 2MT ATS	

SPECIAL INSTRUCTIONS

1. SPEED REGULATIONS

(A) MAX. SPEED BETWEEN:

	MPH Psgr.	MPH Frt.
SOUTH TRACK		
Dalies & Marmon	90	55*
Marmon & Gonzales	79	55*
Gonzales & Gallup (westward only)	90	55*
Gallup & Gonzales (eastward only)	79	55*
Gallup & East Winslow	90	55*
NORTH TRACK		
East Winslow & Gallup	90	55*
Gallup & Gonzales	79	55*
Gonzales & M.P. 85.9 (eastward only)	90	55*
Gonzales & M.P. 85.9 (westward only)	79	55*
M.P. 85.9 & Marmon	79	55*
Marmon & Dalies	90	55*
AGAINST CURRENT OF TRAFFIC		
West Defiance & East Coronado Jct.	59	49
West Coronado Jct. & East Winslow	59	49

(C) SPEED RESTRICTIONS — VARIOUS

	Mile Posts	MPH Psgr.	MPH Frt.
	SOUTH TRACK		
Cv	0.1 - 0.5		30
Cv	6.7 - 10.2		55
Cv	27.5A - 32.5	70	65
Cv	36.8X - 45.0X	70	65
Cv	59.1 - 60.1	65	60
Cv	60.1 - 61.2	55	50
Cv	61.2 - 62.9 **	50	45
Cv	62.9 - 66.0	70	65
Cv	66.0 - 66.7	60	55
Cv	66.7 - 67.8	70	65
Cv	83.9 - 88.0	60	55
Cv	88.0 - 91.0	70	65
Cv	129.4 - 130.2 (Westward Only)	80	
Cv	149.7 - 150.1 (Westward Only)	80	
Cv	154.6 - 156.8 (Westward Only)	85	
Cv	156.8 - 157.6	65	30
Xing	157.6 - 157.9	30	30
Cv	157.6 - 158.3	45	30
Cv	160.7 - 160.9	85	
Cv	166.4 - 166.7	85	
Cv	188.4 - 188.9	80	
Cv	213.2 - 219.2	80	
Cv	228.0 - 228.3	85	
Cv	249.5 - 252.1	80	
Xing	253.1	70	
Cv	264.2 - 264.4	80	
Cv	284.6 - 285.5	65	55
	NORTH TRACK		
Cv	285.5 - 284.6	65	55
Cv	264.4 - 264.2	80	

	Mile Posts	MPH Psgr.	MPH Frt.
Xing	253.1	70	
Cv	252.1 - 249.5	80	
Cv	219.2 - 213.2	80	
Cv	188.9 - 188.4	80	
Cv	166.7 - 166.4	85	
Cv	160.9 - 160.7	85	
Cv	158.3 - 157.6	45	30
Xing	157.9 - 157.6	30	30
Cv	157.6 - 156.8	65	50
Cv	136.4X - 133.4X	60	55
Cv	130.7X - 129.9X	60	55
Cv	127.8 - 127.5 (Eastward Only)	80	
Cv	109.7 - 105.0 (Eastward Only)	80	
Cv	102.3 to 101.8 (Eastward Only)	85	
Cv	91.0 - 88.0	70	65
Cv	88.0 - 83.9	60	55
Cv	67.8 - 66.7	70	65
Cv	66.7 - 55.0	60	55
Cv	66.0 - 62.9	70	65
Cv	62.9 - 61.2**	50	45
Cv	61.2 - 60.1	55	50
Cv	60.1 - 59.1	65	60
Cv	39.1 - 38.6	85	
Cv	32.4 - 27.5A	70	65
Cv	27.5 - 27.4	50	40
Cv	10.2 - 10.0		40
Cv	10.0 - 9.6		50
Cv	9.6 - 8.4		55
Cv	8.4 - 6.7		65
Cv	0.5 - 0.1		30

* Denotes restrictions protected by Westward inert inductors.
** Denotes restrictions protected by Eastward inert inductors.

CITY CLERK

APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

Gallup Subdiv.

(D) SPEED RESTRICTIONS — SWITCHES

Maximum speed permitted through turnout of switches, except main track switches listed below, 10 MPH.

"D" - Dual Control "S" - Spring Switch
"ESL" - Electric Switch Lock

Station		Location	MPH
Belen Jct.	D	All switches (except entering yard at 7110 or 7112 leads)	30
	D	Entering yard at 7112 lead	10
	D	Entering yard at 7110 lead	10
	D	Xover, M.P. 0.5	50
Dalies	D	Switch, M.P. 27.4	40
	D	Xover, M.P. 27.5	40
	D	Xover, M.P. 27.6	50
Rio Puerco	D	2 Xovers, M.P. 33.9	50
Suwanee	D	2 Xovers, M.P. 47.2	50
Marmon	D	2 Xovers, M.P. 58.7	50
Laguna	D	2 Xovers, M.P. 71.[illegible]	50
McCartys	D	2 Xovers, M.P. 82.7	50
East Grants	D	Xover, M.P. 94.3	50
West Grants	D	Xover, M.P. 98.3	50
East Baca	D	Xover, M.P. 113.3	50
	D	Switch to East Leg of Wye, M.P. 113.4	40
West Baca	D	Switch to West Leg of Wye, M.P. 114.7	40
	D	Xover, M.P. 114.8	50
East Pecos	D	Switch to East Leg of Wye, M.P. 117.7	40
West Pecos	D	Switch to West Leg of Wye, M.P. 118.5	40
Pecos	D	Stem of Wye	40

Gallup Subdiv.

Gonzales	D	2 Xovers, M.P. 128.9	50
Perea	D	2 Xovers, M.P. 142.9	50
East Gallup	D	Xover, M.P. 156.4	40
	D	Xover, M.P. 156.5	50
	D	EE Freight Lead, M.P. 156.6	20
West Gallup	D	2 Xovers, M.P. 161.3	50
	D	WE freight lead, M.P. 161.2	20
East Defiance	D	Xover, M.P. 165.1	50
	D	East leg of wye, M.P. 165.3	30
	ESL	EE Storage No. 1, M.P. 165.4	30
	ESL	WE Storage No. 1, M.P. 165.9	30
West Defiance	D	West leg of wye, M.P. 166.9	30
	D	Xover, M.P. 167.0	50
Houck	S	WE South Siding – EE North Siding	30
East Coronado Jct.	D	Xover, M.P. 214.8	50
	D	Switch to East Leg of Wye, M.P. 214.8	40
West Coronado Jct.	D	Switch to West Leg of Wye, M.P. 215.9	40
	D	Xover, M.P. 215.8	50
Pinta	S	WE South Siding	30
	S	EE North Siding	10
Adamana	S	WE South Siding	30
	S	EE North Siding	10
Holbrook	S	WE South Siding	30
Penzance	S	WE South Siding	30
Hibbard	S	EE North Siding	30
East Winslow	D	Xover, M.P. 284.5	50
	D	Xover, M.P. 284.7	50
	D	East freight lead, M.P. 284.8	20
	D	South main track, M.P. 284.9	50
East Pass	D	Yard track No. 1, M.P. 285.3	20

BNS CITY CLERK

APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

WESTWARD ↓ — Seligman Subdiv. — ↑ EASTWARD

Station Number	Siding Feet	STATIONS		Mech. of Oper.	Mile Post
		EAST WINSLOW		CTC 2MT ATS	284.5
		0.8			
		EAST PASS			285.3
		0.9			
20500		WINSLOW	BCPT	CTC 2MT ATS	286.2
		0.4			
		WEST PASS			286.6
		1.7			
		WEST WINSLOW		—	288.3
		22.2			
20440	N6436	EAST CANYON DIABLO		CTC 2MT ATS	310.5
		1.6			
		WEST CANYON DIABLO			312.1
		14.6			
20420		EAST DARLING		—	326.7
		2.8			
		WEST DARLING			329.5
		9.3			
		RAILHEAD			338.8
		3.3			
		EAST FLAGSTAFF		CTC 2MT	342.1
		2.7			
20400		WEST FLAGSTAFF			344.8
		9.5			
		EAST BELLEMONT			354.5
		1.8			
20390	S4984	BELLEMONT			356.3
		6.2			
20382		MAINE		—	362.5
		11.8			
20125		EAST WILLIAMS JCT.			374.3
		0.7			
		WEST WILLIAMS JCT.			375.0
		8.1			
		EAST PERRIN			383.1
		2.5			
20120		WEST PERRIN		CTC 2MT ATS	385.6
		6.4			
		EAST DOUBLEA			392.0
		3.1			
20115		WEST DOUBLEA			395.1
		10.4			
		EAST EAGLE NEST			405.5
		2.0			
20109		WEST EAGLE NEST			407.5
		10.8			
20105		EAST CROOKTON		—	418.3
		2.2			
		WEST CROOKTON			420.5
		7.4		CTC 2MT	
20100		EAST SELIGMAN	T		427.9
		1.9			
		WEST SELIGMAN		—	429.9
		17.1			
19955	N5355	PICA	X		446.9
		5.2			
19950	N6784 S5329	YAMPAI	X	TWC ABS OT	452.2
		7.9			
19945	N4647 S5783	NELSON	X		460.2
		5.6			
19935	N5714 S7743	PEACH SPRINGS	X	—	465.8
		11.4			
19930	N5423 S5557	TRUXTON	X		477.3
		7.0			
19925	S5376	VALENTINE	X		484.0
		17.3			
19915	N5550 S5939	WALAPAI	X		501.3
		8.2			
19910	N7130 N7132	BERRY	TX		509.4
		4.5			
19905		GETZ	X		513.9
		2.8			
19900		KINGMAN	BCP	TWC ABS OT ATS	516.4
		5.1			
19840	S7117	HARRIS			521.5
		5.5			
19835	N5422 S7106	GRIFFITH	X		526.8
		8.8			
19830	S7100	ATHOS	X		535.6
		4.6			
19825	N7115 S5160	YUCCA	X		540.2
		12.5			
19815	N5198 S7132	FRANCONIA	X		552.7
		12.4			
19805	N5357 S5491	TOPOCK, AZ	X		565.1
		3.6			
		EAST NEEDLES, CA		—	574.7
		3.3			
19800		NEEDLES NORTH TRACK (291.4) SOUTH TRACK (292.1)	BCPT	CTC 2MT ATS	578.0

SPECIAL INSTRUCTIONS

1. SPEED REGULATIONS	MPH Psgr.	MPH Frt.
(A) MAX. SPEED BETWEEN:		
WESTWARD MOVEMENTS BOTH TRACKS		
East Winslow & Maine	79	55*
EASTWARD MOVEMENTS BOTH TRACKS		
Maine & East Darling	79	55*
East Darling & East Winslow	90	55*
BOTH TRACKS BOTH DIRECTIONS		
Maine & East Crookton	90	55*
East Crookton & West Seligman	79	55*
NORTH TRACK		
West Seligman & Peach Springs	79	55*
Peach Springs & Needles	90	55*
SOUTH TRACK		
Needles & Getz	79	55*
Getz & Valentine	90	55*
Valentine & West Seligman	79	55*
AGAINST CURRENT OF TRAFFIC		
West Seligman & Needles	59	49

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(C) SPEED RESTRICTIONS — VARIOUS

	Mile Posts	MPH Psgr.	MPH Fr.
	BOTH TRACKS		
Cv	285.5 - 286.4	55	55
MT	286.5***	20	20
Cv	286.4 - 287.4**	45	40
Cv	302.0 - 303.3	50	
Cv	327.0 - 328.6	75	65
Cv	328.6 - 330.8**	55	50
Cv	330.8 - 331.8**	40	35
Cv	331.8 - 335.7**	45	40
Cv	335.7 - 336.2**	40	35
Cv	336.2 - 338.0	60	55
Cv	341.6 - 343.5	55	50
Cv	343.5 - 345.2**	45	40
Cv	345.2 - 348.2	40	35
Cv	348.2 - 350.2	45	40
Cv	350.2 - 352.6**	50	45
Cv	352.6 - 353.9	70	65
Cv	362.5 - 364.1	60	
Cv	364.1 - 364.3**	45	45
Cv	364.3 - 366.8	55	50
Cv	366.8 - 367.9**	50	45
Cv	367.9 - 369.6**	55	50
Cv	369.6 - 371.8**	50	50
Cv	421.6 - 422.8**	50	45
Cv	422.8 - 425.4**	55	50
	NORTH TRACK		
Cv	447.4 - 448.2	75	
Cv	448.2 - 451.6	55	50
Cv.Gr	451.6 - 453.2*	50	45
Cv.Gr	453.2 - 455.5	55	55
Cv.Gr	455.5 - 457.7	50	45
Cv.Gr	457.7 - 460.1	55	50
Cv.Gr	460.1 - 463.7	60	55
Cv	463.7 - 464.9	50	45
Cv.Gr	464.9 - 469.0	70	55
Cv.Gr	469.0 - 470.5*	50	45
Cv.Gr	470.5 - 472.7	75	
Cv.Gr	472.7 - 477.0	65	
Cv.Gr	477.0 - 479.0	70	60
Cv.Gr	479.0 - 480.6*	30	25
Cv.Gr	480.6 - 481.6	45	40
Cv.Gr	481.6 - 482.5	55	55
Cv.Gr	482.5 - 490.2	60	
Cv.Gr	514.4 - 515.2*	60	55
Cv.Gr	515.2 - 516.5	45	40
Cv.Gr	516.5 - 518.8	40	35
Cv.Gr	518.8 - 524.3	50	

	Mile Posts	MPH Psgr.	MPH Fr.
Cv.Gr	524.3 - 525.7	85	
Cv	562.3 - 562.8	65	60
Cv	562.8 - 564.5*	55	50
Cv	564.5 - 565.5	50	45
Cv	565.5 - 565.9	45	40
Cv	575.6 - 576.8	80	
Cv	576.8 - 577.5	55	50
Cv	577.5 - 578.0	40	30
	SOUTH TRACK		
Cv	578.0 - 577.5	50	30
Cv	577.5 - 576.8	55	50
Cv	576.8 - 575.6	75	
Cv	565.9 - 565.5**	45	40
Cv	565.5 - 564.5	50	45
Cv	564.5 - 562.3	55	50
Cv	552.6 - 551.2	70	60
Cv	526.9X - 525.9X**	79	65
Cv	525.9X - 524.3X**	55	50
Cv	524.3X - 524.0X	50	45
Cv	524.0X - 520.3X	60	55
Cv	520.3X - 519.9X**	30	30
Cv	519.9X - 517.8X	35	30
Cv	517.8X - 515.3X	40	35
Cv	515.3X - 514.1	75	60
Cv.	490.2 - 488.9	80	
Cv	488.9 - 486.8	70	65
Cv	486.8 - 482.5	70	60
Cv	482.5 - 481.6**	50	45
Cv	481.6 - 480.6**	45	40
Cv	480.6 - 479.3**	30	25
Cv	479.3 - 479.0	45	40
Cv	479.0 - 477.0	65	60
Cv	472.6 - 470.5	70	60
Cv	470.5 - 469.0**	50	45
Cv	469.0 - 467.9	60	55
Cv	467.9 - 464.9	65	55
Cv	464.9 - 463.8	50	45
Cv	463.8 - 460.1X	60	55
Cv	460.1X - 457.7	55	50
Cv	457.7 - 455.4	50	45
Cv	455.4 - 453.2	65	55
Cv	453.2 - 451.6	50	45
Cv	451.6 - 448.2	60	55

* Equipped with Westward ATS Inert Inductors.
** Equipped with Eastward ATS Inert Inductors.
*** Headend restriction only.

Seligman Subdiv.

(D) SPEED RESTRICTIONS — SWITCHES

Maximum speed permitted through turnout of switches, except main track switches listed below, 10 MPH.

"D" — Dual Control Switch "S" — Sonna Switch

Station		Location	MPH
Winslow	D	Yard track No. 1, M.P. 286.7	20
West Winslow	D	Switch, North track, M.P. 287.9	50
	D	West freight lead, M.P. 288.3	20
	D	Xover, M.P. 288.1	50
	D	Xover, M.P. 288.3	50
East Canyon Diablo	D	EE Siding	40
	D	Xover, M.P. 310.5	50
West Canyon Diablo	D	Xover, M.P. 312.1	50
	D	WE Siding	40
East Darling	D	Xover, M.P. 326.7	50
West Darling	D	Xover, M.P. 329.5	50
East Flagstaff	D	2 Xovers, M.P. 342.1	50
East Bellemont	D	2 Xovers, M.P. 354.5	50
Maine	D	2 Xovers, M.P. 362.1	50
East Williams Jct.	D	Xover, M.P. 374.3	50
West Williams Jct.	D	EE & WE Yard track No. 1	30
	D	Xover, M.P. 375	50
	D	Switch from Seligman Subdiv. to Phoenix Subdiv.	40
East Perrin	D	Xover, M.P. 383.1	50
West Perrin	D	Xover, M.P. 385.6	50
East Doublea	D	Xover, M.P. 392.0	50
West Doublea	D	Xover, M.P. 395.1	50
East Eagle Nest	D	Xover, M.P. 405.5	50
West Eagle Nest	D	Xover, M.P. 407.5	50
East Crookton	D	Xover, M.P. 418.3	50
West Crookton	D	Xover, M.P. 420.5	50
East Seligman	D	Xover, M.P. 427.7	50
	D	EE Yard track No. 1	30
West Seligman	D	Xover, M.P. 429.6	50
	D	Xover, M.P. 429.9	50
	D	WE Yard track No. 1	30
Pica	S	WE North Siding	30
Yampai	S	EE South Siding	10
		WE North Siding	30
Nelson, Peach Springs, Truxton	S	EE South Siding	30
		WE North Siding	30
Valentine	S	EE South Siding	30
Walapai	S	EE South Siding	30
		WE North Siding	10
Berry	S	EE South Siding	30
		WE North Siding	30
Harris	S	EE South Siding	30
Griffith	S	EE South Siding	30
		WE North Siding	30
Athos	S	EE South Siding	30
Yucca, Franconia, Topock	S	EE South Siding	30
		WE North Siding	30
East Needles	D	2 Xovers, M.P. 574.7	50
	D	Fr. Lead to North track, M.P. 574.8	30

LOS CITY CLERK

APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

WEST-WARD ↓ Needles Subdiv. ↑ EAST-WARD

Station Number	Siding Feet	STATIONS		Meth. of Oper.	Mile Post
19800		NEEDLES	BCPT		578.0
		NO. 2.2 — SO. 2.1			
		WEST NEEDLES		CTC 2MT	580.2
		5.4			
19795	N5317	JAVA			585.6
		6.8			
19790	N5650	IBIS			592.3
		NO. 5.4 — SO. 4.6			
19785	N5418	BANNOCK	X		597.0
		4.6			
19780	N6716	HOMER	X		601.5
		7.5			
19775	N9218 S7254	GOFFS	X		609.1
		9.7			
19770		FENNER	X		618.7
		7.5			
19765	S5369	ESSEX	X		626.2
		8.5			
19760	N5383 S5841	DANBY	X		634.7
		13.4			
19295	N9328 S9292	CADIZ	PTX		648.1
		10.3			
19290	S2590	SALTUS	X	TWC ABS DT	658.4
		3.1			
19285	N5296 S5406	AMBOY	X		661.5
		7.8			
19280	S5022	BAGDAD	X		669.3
		7.4			
19275	N6746	SIBERIA	X		676.6
		NO. 9.5 — SO. 7.7			
19265	N9000 S7113	ASH HILL	TX		686.7
		6.7			
19260		LUDLOW	X		693.4
		13.2			
19250	N6605 S9592	PISGAH	X		706.6
		6.2			
19245		HECTOR	X		712.8
		12.8			
19240	N7352 S5363	NEWBERRY	X		725.6
		11.7			
19215		DAGGETT			737.3
		2.3			
		WEST DAGGETT			739.6
		4.0			
		EAST BARSTOW		CTC 2MT	743.6
		2.3			
19000		BARSTOW NORTH (168.7) SOUTH (166.0)	BCPT		745.9

SPECIAL INSTRUCTIONS

1. SPEED REGULATIONS

(A) MAX. SPEED BETWEEN

		MPH Psgr.	MPH Frt.
NORTH TRACK	Needles & Goffs	79	55*
	Goffs & Bagdad	90	55*
	Bagdad & Pisgah	79	55*
	Pisgah & Daggett	90	55*
	Daggett & Barstow	79	55*
SOUTH TRACK	Barstow & Daggett	79	55*
	Daggett & Pisgah	90	55*
	Pisgah & M.P. 685.8	79	55*
	M.P. 685.8 & M.P. 671.4	79	45
	M.P. 671.4 & Bagdad	79	55*
	Bagdad & M.P. 646.1	90	55*
	M.P. 646.1 & Needles	79	55*
BOTH TRACKS	Daggett & Ibis against current of traffic	59	49

Needles Subdiv.

(C) SPEED RESTRICTIONS — VARIOUS

	Mile Posts	MPH Psgr.	MPH Frt.
NORTH TRACK			
Xing	578.1	30	30
Cv	578.0 - 579.4	50	40
Cv	579.4 - 582.7	45	40
Cv	582.7 - 584.5	50	50
Cv	584.5 - 587.0	55	50
Cv	587.0 - 587.8	50	45
Cv	587.8 - 589.3	50	50
Cv	589.3 - 592.7	65	55
Cv	592.7 - 593.3	60	50
Cv	593.3 - 593.8	30*	30
Cv	593.8 - 597.8	65	55
Cv	597.8 - 599.1	60	55
Cv	599.1 - 601.5	70	
Cv	608.2 - 609.1	70	
Cv	609.1 - 609.7	80	
Cv	618.9 - 619.2	85	
Cv	638.8 - 639.2	85	
Cv	642.4 - 642.7	85	
Cv	644.8 - 646.2	75	
Cv	671.5 - 674.0	60	50
Cv	674.0 - 678.1	55	50
Cv	678.1 - 680.3	40	35
Cv	680.3 - 682.7	55	50
Cv	682.7 - 683.5	40	40
Cv	683.5 - 686.2	55	50
Cv	688.4 - 689.5	60	55
Cv	692.9 - 693.7	70	65
Cv	693.7 - 695.0	45*	45
Cv	695.0 - 696.1	60	55
Cv	696.1 - 700.4	65	55
Cv	700.4 - 702.0	55	55
Cv	707.8 - 710.6	70	65
Cv	710.6 - 711.6	80	
Cv	745.0 - 747.1	50	50
SOUTH TRACK			
Cv	747.1 - 747.2	50	50
%	747.2	30	30
Cv	747.2 - 745.0	50	50
Cv	711.6 - 710.6	80	
Cv	710.6 - 708.2	70	65
Cv	708.2 - 707.8	65	60
Cv	702.0 - 701.5	60	55
Cv	701.5 - 700.4	70	65
Cv	699.2 - 696.2	70	
Cv	696.2 - 694.9	60	55
Cv	694.9 - 693.6	50*	45
Cv	693.6 - 692.8	70	65
Cv	689.5 - 688.4	60	55
Cv.Gr	688.4 - 685.8	70	65
Cv.Gr	685.8 - 683.4	75	
Cv.Gr	683.4 - 680.7X	50*	
Cv.Gr	680.7X - 678.3X	75	
Cv.Gr	678.3X - 677.8	65	
Cv.Gr	677.8 - 676.9	75	
Cv.Gr	676.9 - 671.4	70	
Cv	639.2 - 638.8	75	
Cv	625.5 - 625.3		65
Cv	624.6 - 618.9	75	65
Cv	612.2 - 611.0	75	65
Cv	611.0 - 609.2		65
Cv	609.2 - 608.3	70	
Cv	601.5 - 599.1	70	
Cv	599.1 - 597.7	65	
Cv	597.7 - 595.2	75	
Cv	591.4 - 589.3	70	
Cv	589.3 - 587.8	55	50
Cv	587.8 - 587.0	45	45
Cv	587.0 - 585.2	65	50
Cv	585.2 - 583.2	50	50
Cv	583.2 - 582.3	55	50
Cv	582.3 - 578.0	60	50
Xing	578.1	30	30
BARSTOW YARD			
Psgr. over Sw 0142	746.1 Sdg	15	15
Needles Subdiv. Yard Entry between First Street Bridge, M.P. 746.5 & Junction High and Low Leads		30	30
Low Lead		15	15
Balloon Track		10	10

% Fuel Facilities - While Head End Passes

* Denotes restrictions protected by Inert ATS Inductors

BNS CITY CLERK

Needles Subdiv.

(D) SPEED RESTRICTIONS — SWITCHES

Maximum speed permitted through turnouts, except as listed below, 10 MPH.

"D" - Dual Control "S" - Spring "P" - Power

Station		Location	MPH
Needles	D	Xover, freight lead to North track, M.P. 578.4	30
	D	Xover, M.P. 578.4	30
West Needles	D	WE freight lead	30
	D	2 Xovers	50
Ibis	D	2 Xovers	50
Bannock, Homer	S	WE North Siding	10
Goffs	S	WE North Siding EE South Siding	10
Essex	S	EE South Siding	10
Danby, Cadiz, Amboy	S	WE North Siding EE South Siding	10

Needles Subdiv.

Bagdad	S	EE South Siding	10
Siberia	S	WE North Siding	10
Ash Hill, Pisgah Newberry	S	WE North Siding EE South Siding	10
Daggett	D	2 Xovers	50
	D	Turnout, NT to U.P. No. 2 track	40
	D	Xover, NT to U.P. No. 1 track	40
West Daggett	D	Turnout, North track to U.P. No. 1 track	40
East Barstow	D	2 Xovers	50
	D	Auxiliary Yard Entry	30
Barstow	D	EE Passenger Siding	20
	D	Xover	50
	D	Yard Entry	50

Cajon Subdiv.

(D) SPEED RESTRICTIONS — SWITCHES

Maximum speed permitted through turnouts, except as listed below, 10 MPH.

"D" — Dual Control Switch

Station		Location	MPH
Barstow	D	EE Passenger Siding	20
	D	Xover	50
	D	Yard Entry	50
East D Yard	D	WE Passenger Siding	20
	D	Xover	50
	D	Departure Yard Lead	50
	D	Inspection Yard Lead	50
West D Yard	D	Inspection Yard Lead	50
	D	North Departure Yard Lead	50
	D	South Departure Yard Lead	50
	D	2 Xovers	50

Cajon Subdiv.

Valley Jct.	D	Mojave Subdiv. Jct. Switch	50
West R Yard	D	Receiving Yard Lead, M.P. 4.3	30
Lenwood, Hodge, East Oro Grande	D	2 Xovers	50
East Victorville	D	Xover	50
	D	Turnout, yard lead to South track	15
Frost, Lugo, Summit Cajon, Keenbrook, Verdemont	D	2 Xovers	50
Baseline	D	2 Xovers	50
Seventh Street	D	Xover, No. 3 and No. 4 track	40
	D	Turnout, No. 4 track & Yard Lead	20
San Bernardino	D	Turnout, No. 2 track to No. 1 track	15

BNS CITY CLERK

BNSF
APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

WEST-WARD ↓ — Cajon Subdiv. — ↑ EAST-WARD

Station Number	Siding Feet	STATIONS		Mgmt. of Oper.	Mile Post
19000		BARSTOW	BCMPT		745.9
		0.9			
		EAST D YARD			746.8
		2.2			
		WEST D YARD			749.0
		0.9			
		VALLEY JCT.			749A.0
		0.9			
		WEST R YARD			4.3
		2.4			
19015		LENWOOD			6.7
		6.9			
		HODGE			13.6
		15.8			
		EAST ORO GRANDE			29.4
		2.1			
19035		ORO GRANDE			31.5
		3.1			
		EAST VICTORVILLE		CTC 2MT	34.6
		2.1			
19045		VICTORVILLE	BP		36.7
		1.3			
		FROST			38.0
		7.1			
19055		HESPERIA			45.1
		5.0			
		LUGO			50.1
		5.8			
19065		SUMMIT			55.9
		NO. 6.9 — SO. 6.9			
19075		CAJON			62.8
		6.6			
19080		KEENBROOK			69.4
		4.5			
		VERDEMONT			73.9
		6.0			
		BASELINE			79.9
		0.7			
		SEVENTH STREET			80.6
		0.8			
19100		SAN BERNARDINO SOUTH TRACK (82.0) NORTH TRACK (84.0)	BCPT	CTC 3MT	81.4

Cajon Subdiv.

SPECIAL INSTRUCTIONS

SPEED REGULATIONS (A) MAX. SPEED BETWEEN:	MPH Psgr.	MPH Frt.
Barstow & San Bernardino	79	55*#

(C) SPEED RESTRICTIONS — VARIOUS

Mile Posts	MPH Psgr.	MPH Frt	Mile Posts	MPH Psgr.	MPH Frt
WESTWARD MOVEMENTS BOTH TRACKS			Cv 79.2 - 78.3	70	
			Cv 72.6 - 72.0	50	45
Cv 746.4 to 747.1	50	50	Cv 72.0 - 71.5	45	45
Cv 747.1 - 4.6 (NT)	65	60	Cv 71.5 - 70.8	45	40
Cv 747.1 - 747.2 (ST)	50	50	Cv 70.8 - 66.5	50	45
% 747.2 (ST)	30	30	Cv 66.5 - 64.2	40	35
Cv 747.2 - 4.6 (ST)	65	60	Cv 64.2 - 62.2	50	45
Cv 31.9 - 33.8	60	55	Cv 62.2 - 58.8 (ST)	35	30
Cv 33.8 - 34.4	40*	35	Cv 58.8 - 57.2 (ST)	30	30
Cv 34.4 - 36.2 (NT)	65	45	Cv 57.2 - 56.5 (ST)	40	30
Cv 34.4 - 36.2 (ST)	60	45	Cv 56.5 - 56.1 (ST)	50	40
Cv 36.2 - 37.2	50	45	Cv 64.3X - 63.7X (NT)	40	35
Cv 37.2 - 37.4	35	35	Cv 63.7X - 63.1X (NT)	35	35
Cv 37.4 - 39.1 (NT)	50	45	Cv 63.1X - 61.7X (NT)	40	35
Cv 39.1 - 42.0 (ST)	50	45	Cv 61.7X - 57.4X (NT)	30	30
Cv 37.4 - 39.1 (ST)	45	40	Cv 57.4X - 56.8X (NT)	45	40
Cv 39.1 - 42.0 (NT)	50	45	Cv 56.8X - 56.1 (NT)	45	45
Cv 42.0 - 43.7	55	50	Cv 56.1 - 52.1	55	50
Cv 47.2 - 48.1	75	65	Cv 52.1 - 50.4	50	50
Cv 48.1 - 48.8	55	55	Cv 50.4 - 48.8	55	50
Cv 48.8 - 50.4	55	50	Cv 48.8 - 48.1	55	55
Cv 50.4 - 52.2	50	50	Cv 48.1 - 47.2	75	65
Cv 52.2 - 56.1	55	50	Cv 43.7 - 42.0	55*	50
Gr 56.1 - 56.6 (ST)	40	40	Cv 42.0 - 39.1 (ST)	50	45
Gr 56.1 - 56.6 (NT)	45	45	Cv 39.1 - 37.4 (NT)	50	45
Gr 56.6 - 62.2 (ST)	30*	20	Cv 42.0 - 39.1 (NT)	50	45
Gr 56.6 - 64.2X (NT)	30*	30	Cv 39.1 - 37.4 (ST)	45	40
Gr 62.2 - 64.2	40	35	Cv 37.4 - 37.2	35	35
Gr 64.2 - 66.5	35	35	Cv 37.2 - 36.2	50	45
Gr 66.5 - 72.6	40	35	Cv 36.2 - 34.4 (NT)	65	45
Gr 72.6 - 80.8	50	35	Cv 36.2 - 34.4 (ST)	60	45
Cv. Trk 80.8 - 81.5	20*	20	Cv 34.4 - 33.9	40	35
			Cv 33.9 - 31.8	60	55
EASTWARD MOVEMENTS BOTH TRACKS			Cv 4.6 - 747.1 (NT)	65	60
			Cv 4.6 - 747.1 (ST)	65	60
Cv. Trk 81.5 - 80.8	20	20	Cv 747.1 - 747.2 (ST)	50	50
			% 747.2 (ST)	30	30
Cv 78.5 - 79.2	60		Cv 747.1 - 746.4	50	50

% Fuel Facilities - While Head End Passes.
* Denotes Restrictions Protected by Inert ATS Inductors.

LBS CITY CLERK

BNSF
APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

WEST-WARD ↓ San Bernardino Subdiv. ↑ EAST-WARD

Station Number	Siding Feet	STATIONS		Mech. of Oper.	Mile Post
19100		SAN BERNARDINO	BCMPT		0.0
		0.7			
		WEST YARD		CTC 4MT	0.7X
		2.1			
19140		RANA			2.2
		0.7			
25045		COLTON (S.P. RRX)	M		2.9
		1.3			
	4490	WEST COLTON			4.2
		2.5			
25065		HIGHGROVE		CTC 2MT	6.7
		2.5			
		RIVERSIDE JCT.			9.2
		0.6			
25200		RIVERSIDE			9.8
		0.8			
		WEST RIVERSIDE			10.6
		3.4			
25210		CASA BLANCA	T	CTC	14.0
		1.9			
25225		ARLINGTON			15.9
		5.5			
25250		MAY			21.4
		1.4			
25255	3059	PORPHYRY		CTC 2MT	22.8
		1.3			
25260		CORONA			24.1
		5.3			
25265		PRADO DAM			29.4
		4.4			
25270		ESPERANZA		CTC	35.8
		4.8			
25275		ATWOOD		CTC 2MT	40.6
		4.9			
23200		FULLERTON JCT.	BCP		45.5
				CTC 2MT	165.5
		2.5			
23160		BASTA			163.0
		2.7			
23150		BUENA PARK			160.3
		2.6			
23140		LA MIRADA	T		157.7
		2.7			
		SANTA FE SPRINGS		CTC 2MT	155.0
		2.0			
23120		LOS NIETOS (S.P. RRX)	M		153.0
		0.9			
23110		D.T. JUNCTION (S.P. RRX)	M		152.1
		1.2			
23100		PICO RIVERA	BCPT		150.9
		1.1			
23040		BANDINI			149.8
		1.3			
		COMMERCE			148.5
		1.2			
		EASTERN AVE.		CTC 2MT	147.3
		1.3			
23000		HOBART	BCP		146.0
		1.5			
		HOBART TOWER (U.P. RRX)	CM		144.5
		1.3			
23550		REDONDO JCT. U.P. RRX (68.4)	CMPT	CTC 2MT	143.2

SPECIAL INSTRUCTIONS

1. SPEED REGULATIONS

(A) MAX. SPEED BETWEEN:

	MPH Psgr.	MPH Frt.
San Bernardino & Fullerton	60	55#
Fullerton & M.P. 144.5	79	55#
M.P. 144.5 & Redondo Jct.	65	55#

San Bernardino Subdiv.

(C) SPEED RESTRICTIONS — VARIOUS

	Mile Posts	MPH Psgr.	MPH Frt.
Trk	0.0X - 0.7X No. 3 & 4 Track	20	20
Cv	0.7X - 1.1X No. 3 & 4 Track	15	15
Cv, Br	0.0 - 0.9 (No. 1 Trk)	15	15
Cv	0.9 - 2.2 (No. 1 Trk)	20	20
Cv, Xing	1.1X - 3.2	30	30
Cv	3.2 - 4.0	40	40
Cv	6.6 - 6.8	50	40
Cv	8.3 - 8.5	60	50
Cv	9.3 - 9.6	55	50
Cv	11.8 - 12.5	45	40
Cv	15.4 - 15.9	55	50
Sw	15.9 (ST)	40	40
Cv	15.9 - 16.7	55	50
Cv	16.7 - 17.1	60	50
Cv	31.4 - 31.6	55	50
Cv	31.6 - 32.8	60	50
Cv	32.8 - 34.4	50	50

	Mile Posts	MPH Psgr.	MPH Frt.
Cv	32.8 - 34.4	50	50
Cv	34.4 - 35.1	50	45
Sw	35.9 (ST)	50	50
Xing	42.7 - 43.6	50	50
Cv	45.2 - 45.7	50	50
Xing	165.2 - 164.7	50	50
Cv	163.8 - 163.5	75	
Cv	161.1 - 160.8	70	
Cv	156.6 - 155.9	75	
Cv	154.2 - 153.8	70	
RRX	153.0	50	50
Cv	152.9 - 152.5	70	
RRX	152.1	50	50
Cv	151.7 - 151.4	65	
Sw	148.5 (ST)	40	40
Cv	144.5 - 144.9 (ST & Middle Trk)	40	40
Xing, Cv	144.5 - 143.4	30	30
Cv	143.4 - 142.9	15*	15

*Denotes Restrictions Protected by Inert ATS Inductors

(D) SPEED RESTRICTIONS — SWITCHES

Maximum speed permitted through turnouts, except as listed below, 10 MPH:

"D" – Dual Control Switch "DS" – Double Slip Switch

Station		Location	MPH
San Bernardino	D	Turnout, No. 2 track to No. 1 track	15
	DS	All Psgr. movements and Freight movements, No. 1 track	15
		Freight movements routed to or from passenger yard or Fly-over	10
Rana	D	Turnout to B yard lead	15
	D	East Xover between No. 3 and No. 4 track	30
	D	West Xover between No. 3 and No. 4 track	30
	D	Turnout to No. 2 track	30
	D	Turnout to No. 1 track	30
	D	Turnout from No. 2 track to Auto Facility Lead	15
Colton	D	SP connection switch (east), NT	20
	D	EE South siding	15
West Colton	D	2 Xovers	50
	D	WE South siding	15
Riverside Jct.	D	Xover	30
West Riverside	D	Xover	40
Arlington	D	End of 2 Tracks	40
May	D	2 Xovers	50
Porphyry	D	EE & WE Siding	15
Prado Dam	D	End of 2 Tracks	50
Esperanza	D	End of 2 Tracks	50
Atwood	D	Jct. switch to Metrolink	25
	D	2 Xovers	50

LOS CITY CLERK

BNSF
APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

San Bernardino Subdiv.

(D) SPEED RESTRICTIONS — SWITCHES (Continued)

"D" – Dual Control Switch

Station		Location	MPH
Fullerton Jct.	D	Jct. switch to Metrolink, and Xover. South track to Middle track	40
	D	2 Xovers. M.P. 45.5	50
Basta	D	Xover. M.P. 163.0 and Turnout to South track	50
Buena Park, La Mirada, Santa Fe Springs	D	2 Xovers	50
D. T. Jct., Bandini	D	2 Xovers	50
Commerce	D	End 3 tracks Switch to South track	40

San Bernardino Subdiv.

Eastern Ave.	D	Main track Xovers. Xover between North track and New Outbound Lead & North track to Setout Track	40
Hobart	D	Main track Xovers	30
	D	Xover North track & Setout Track	30
Hobart Tower	D	Xover North track to Middle track	40
	D	East Xover Middle Xover West Xover All other Xovers & Turnouts	30 15 30 15
Redondo Jct.	D	Xovers & Turnouts	15

BNS CITY CLERK

BNSF
APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

Bakersfield Subdiv.

WEST-WARD ↓					↑ EAST-WARD
Station Number	Siding Feet	STATIONS		Mem. of Oper.	Mile Post
17400		BAKERSFIELD	BCPTY	OT	887.7
		34			
16386	E-6745 W-6155	JASTRO			891.1
		56			
16376	9015	UNA			897.7
		57			
16368	E-4833 W-5963	SHAFTER			905.4
		55			
		CP HANDLE			906.9
		51			
16359	6566	WASCO			913.0
		59			
		CP ROSE			914.8
		44			
16352	8964	ELMO			919.2
		54			
16344	9032	SANDRINI			924.6
		77			
16340	8946	ALLENSWORTH			932.3
		42			
16322	8999	ANGIOLA			942.1
		58		CTC	
16313	E-5555 W-9551	CORCORAN	T		950.9
		94			
16308	8879	GUERNSEY			960.3
		76			
16246	E-8963 W-4490	S.J.V. RRX HANFORD	M		967.9
		53			
16237	9055	SHIRLEY			973.2
		20			
16218	9051	CONEJO			982.2
		61			
16210	8959	BOWLES			988.3
		47			
		THORPE			993.0
		13			
		CALWA CROSSING (S.P.RRX)	M		994.3
		06			
16200		CALWA (107.2)	BCPT		994.9

SPECIAL INSTRUCTIONS

1. SPEED REGULATIONS

(A) MAX. SPEED.	MPH Psgr.	Frt.
Bakersfield Subdivision	79	55*

Bakersfield Subdiv.

(C) SPEED RESTRICTIONS — VARIOUS

	Mile Posts	MPH Psgr.	Frt.
	WESTWARD		
Trk	887.5 - 889.0	20	20
Xing	887.7	10	10
Cv	889.3 - 889.6	40	30
Cv	889.8 - 890.1	45	40
Cv	892.9 - 893.3	70	65
Xing	896.0 - 896.6	70	
Xing	896.7 - 897.3	65	65
Xing	916.4 - 917.0	70	
Xing	931.5 - 932.1	75	
Xing	946.4 - 947.0	75	
Xing	949.9 - 951.7	65	65
Xing, Cv	967.5 - 969.5	45	45
Cv	973.7 - 975.8	55	45
Xing	975.8 - 976.2	60	60
Xing	979.0 - 979.6	65	65
Xing	984.6 - 985.2	70	
Xing	993.6 - 994.1	45	45
Cv, RRX	994.2 - 995.2	40	40

	Mile Posts	MPH Psgr.	Frt.
	EASTWARD		
Cv RRX	995.2 - 994.2	40	40
Xing	993.9 - 992.8	65	65
Xing	986.5 - 986.2	70	
Xing	985.0 - 984.4	75	
Xing	980.2 - 979.6	70	
Cv	975.8 - 973.7	55	45
Xing	973.7 - 973.2	65	65
Xing, Cv	969.5 - 967.5	45	45
Xing	967.5 - 967.0	65	65
Xing	95[illegible] - 950.5	70	
Xing	946.6 - 945.9	75	
Xing	932.7 - 932.1	70	
Xing	917.6 - 917.0	70	
Xing	911.0 - 910.4	75	
Xing	897.2 - 896.2	70	
Cv	893.3 - 892.9	70	65
Cv	890.1 - 889.8	45	40
Cv	889.6 - 889.3	40	30
Trk	889.0 - 887.5	20	20
Xing	887.7	10	

(D) SPEED RESTRICTIONS — SWITCHES

Maximum speed permitted through turnouts, except as listed below, 10 MPH.

"D" - Dual Control "ESL" - Electric Switch Lock
"S" - Spring

Station		Location	MPH
Bakersfield	S	M.P. 888.2, North track	10
	D	Turnout, M.P. 889.2 to yard and turnout to South track	15
Jastro	D	EE Siding	30
	D	WE Siding & Crossover	40
	D	Ponerville Jct. Switch	30
Una	D	EE & WE Siding	40
Shafter	D	EE & WE Siding & Xover	40
Wasco, Elmo, Sandrini Allensworth	D	EE & WE Siding	40
Stoil	ESL	EE & WE Storage	30
Angiola	D	EE & WE Siding	40
Blanco	ESL	Industry Track Switches	30
Corcoran	D	EE & WE East Siding	30
	D	EE & WE West Siding	40
Guernsey	D	EE & WE Siding	40
Hanford	D	EE & WE East Siding	40
	D	EE & WE West Siding	20
Shirley, Conejo, Bowles	D	EE & WE Siding	40
Calwa	D	Turnout, EE Yard to Main track	15
	D	End of 2 Tracks	30

LOS CITY CLERK

BNSF
APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

WEST-WARD ↓ — Stockton Subdiv. — ↑ EAST-WARD

Station Number	Siding Feet	STATIONS	Meth. of Oper.	Mile Post
16200		CALWA	BCPT	994.9
		1.8		
		S.J. V.RR SUNMAID CROSSING	M	996.7
		1.3		
16200		FRESNO	BC	998.1
		1.6		
16095	1900	HAMMOND		999.7
		5.3		
16090	9514	FIGARDEN		1005.0
		6.3		
16084	9950	GREGG		1011.3
		6.3		
15884	9984	MADERA		1019.6
		5.8		
15876	9083	KISMET		1025.4
		5.7		
15872	13900	SHARON		1031.1
		10.4		
15866	9978	LE GRAND		1041.5
		5.8		
15862	9688	PLANADA		1047.3
		9.8		
15780	10314	MERCED		1056.1
		6.8		
15768	3989	FLUHR	CTC	1062.9
		9.8		
15760	8999	BALLICO		1071.7
		7.9		
15756	8964	DENAIR		1079.6
		9.6		
15695	11250	MODESTO EMPIRE JCT.		1089.2
		6.4		
15650	7231	RIVERBANK	BPT	1095.6
		5.8		
15640	9254	ESCALON		1101.4
		6.2		
15630	8968	DUFFY		1109.6
		7.3		
	7298	WALNUT		1116.9
		2.8		
15000		MORMON	BPCT	1119.7
		1.0		
		U.P. RRX STOCKTON TOWER S.P. RRX	CM	1120.7
		0.7		
15000	6794	STOCKTON	T	1121.4
		5.2		
14480	4881	GILLIS		1126.6
		2.5		
14470	3674	HOLT		1129.1
		3.9		
14460	4943	TRULL		1133.0
		3.8		
14440	3558	ORWOOD	CM	1136.8
		5.1	TWC / ABS	
14410	8075	KNIGHTSEN		1141.9
		4.0		
14390		OAKLEY	Y	1145.9
		4.4		
14350	5580	SANDO	Y	1150.3
		1.6		
14340		ANTIOCH	Y	1151.9
		3.9		
14330	5535	PITTSBURG	BCPY	1155.8
		8.2		
14320	3600	PORT CHICAGO	CTC	1164.0
		2.9		

SPECIAL INSTRUCTIONS

1. SPEED REGULATIONS

(A) MAX. SPEED BETWEEN:	MPH Psgr.	MPH Frt.
Calwa & Port Chicago	79	55*
Port Chicago & Richmond	70	55

(C) SPEED RESTRICTIONS — VARIOUS

Mile Posts	MPH Psgr.	MPH Frt.
WESTWARD		
Cv 995.2 - 995.5	40	40
Cv. Xing 995.5 - 998.1	40	35
Cv. Xing 998.1 - 999.8	35	30
Xing 1039.2 - 1039.8	75	
Cv 1047.5 - 1047.9	75	65
Cv 1053.7 - 1054.1	70	65
Xing 1055.1 - 1057.0	60	60
Xing 1057.2 - 1057.7	70	
Cv 1069.1 - 1070.5	70	65
Xing 1083.2 - 1083.8	70	
Cv 1087.9 - 1088.1	55	50
Cv 1119.1 - 1119.5	60	55
Sw. Xing 1120.0 - 1121.7	20	20
Br 1134.7 - 1136.4	30	30
Cv 1139.5 - 1139.8	60	55
Xing 1151.2 - 1152.1	60	60
Cv 1155.4 - 1155.7	70	60
Cv 1161.3 - 1161.9	45	45
Cv 1162.8 - 1163.3	65	65

Mile Posts	MPH Psgr.	MPH Frt.
EASTWARD		
Cv 1163.3 - 1162.8	65	65
Cv 1161.9 - 1161.3	45	45
Cv 1155.7 - 1155.4	70	60
Xing 1152.1 - 1151.2	60	60
Cv 1139.8 - 1139.5	60	55
Br 1136.4 - 1134.7	30	30
Xing, Sw 1121.7 - 1120.0	20	20
Cv 1119.5 - 1119.1	60	55
Xing 1118.5 - 1117.9	75	
Cv 1088.1 - 1087.9	55	50
Xing 1084.9 - 1084.3	70	
Cv 1070.5 - 1069.1	70	65
Xing 1058.3 - 1057.7	70	
Xing 1057.0 - 1055.1	60	60
Cv 1054.1 - 1053.7	70	65
Cv 1047.9 - 1047.5	75	65
Xing 1041.7 - 1041.1	70	
Xing 1040.4 - 1039.8	75	
Cv. Xing 999.8 - 998.1	35	30
Cv. Xing 998.1 - 995.5	40	35
Cv 995.5 - 995.2	40	40

(D) SPEED RESTRICTIONS — SWITCHES

Maximum speed permitted through turnouts, except as listed below, 10 MPH.

"D"—Dual Control "S"—Spring

Station		Location	MPH
Sunmaid Crossing	D	2 Xovers M.P. 996.8	30
Calwa	D	Turnout, Yard Lead to South track, M.P. 996.8	15
Fresno	D	End of 2 Tracks	30
Figarden, Gregg, Madera, Kismet, Sharon, LeGrand, Planada	D	EE & WE Siding	40
Merced	D	EE Siding	40
	D	WE Siding	30
Fluhr, Ballico, Denair, Empire	D	EE & WE Siding	40
Riverbank	D	EE & WE Lead	15
	D	EE & WE Siding	40
Escalon, Duffy	D	EE & WE Siding	40
Walnut	D	EE & WE Siding	40
	D	Xover, M.P. 1117.6	30
Stockton Tower	D	Xovers & Turnouts	15
Stockton	D	EE Siding	15
	D	WE Siding	30
Gillis, Holt, Trull	S	EE & WE Siding	30
Orwood	D	EE Siding	15
	S	WE Siding	30
Knightsen	S	EE & WE Siding	30
Sando	S	EE Siding	30
	S	WE Siding	15
Pittsburg	S	EE & WE Siding	30
Port Chicago	D	SP Connection	50

LOS CITY CLERK

BNSF
APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

WEST-WARD ↓ Ft. Worth Subdiv. ↑ EAST-WARD

Station Number	Siding Feet	STATIONS		Mech. of Oper.	Mile Post
51000		FT. WORTH	Y		346.0
		U.P. RRX	M	CMT	345.7
		U.P. RRX's TOWER 55	M		345.6
		S.P. JCT.			344.3
43535	6054	BIRDS			342.8
43520	7908	CROWLEY			333.7
43510	8437	JOSHUA			325.3
43505	7468	MIDWAY			320.6
43500		CLEBURNE	BPT		317.5
43496	11050	RIO VISTA			310.3
43495	11150	BLUM			303.5
43485	10730	KOPPERL		CTC	294.4
43480	6950	MORGAN			287.8
43475	10700	MERIDIAN			280.7
43470	11130	CLIFTON			270.4
43455	10840	MANHATTAN			255.0
43420	10930	McGREGOR	T		243.4
43415	11200	MOODY			233.5
43410	10050	PENDLETON			225.4
		BELCO			221.2
43400	7580	TEMPLE (193.1)	BCPT		218.2

SPECIAL INSTRUCTIONS

1. SPEED REGULATIONS

(A) MAX. SPEED BETWEEN:

	MPH Psgr.	MPH Frt.
Ft. Worth. 2 Main Tracks		20
Ft. Worth & Temple	79	55

WEST-WARD ↓ Galveston Subdiv. ↑ EAST-WARD

Station Number	Siding Feet	STATIONS		Mech. of Oper.	Mile Post
43400	7580	TEMPLE	BCPT	CTC	218.2
		U.P. RRX	M	CMT	217.4

SPECIAL INSTRUCTIONS

1. SPEED REGULATIONS

(A) MAX. SPEED BETWEEN:

	MPH
Temple & Algoa	55

(C) SPEED RESTRICTIONS — VARIOUS

	Mile Posts	MPH
N.Trk	345.9 - 345.7	10
Cv RRX Xing	345.7 - 343.7	20
Xing	343.7 - 339.5	40
Xing	337.7 - 336.2	50
Xing	335.7 - 335.6	60
Xing	335.6 - 331.9	55
Cv	329.3 - 329.1	70
Cv	327.5 - 327.2	70
Cv	318.7 - 317.2	40
Xing	317.8 - 317.6	55

	Mile Posts	MPH
Xing	317.6 - 317.5	40
Xing	317.5 - 317.4	55
Cv	292.8 - 292.6	75
Cv	287.6 - 282.3	65
Cv	280.6 - 280.0	75
Cv	276.4 - 275.8	65
Cv	274.8 - 274.2	75
Cv	271.7 - 271.2	45
Xing	270.6 - 270.5	65
Cv	267.2 - 266.8	75
Cv	264.9 - 263.7	65
Cv	260.6 - 257.5	60
Cv	253.3 - 251.5	65
Cv	245.0 - 244.7	75
Xing	243.3 - 243.2	55
Xing	243.0 - 242.9	70
Cv	237.9 - 236.7	70
Xing	220.5 - 220.4	35
Cv	218.8 - 217.6	20
Xing	218.1 - 217.6	20

(C) SPEED RESTRICTIONS — VARIOUS

	Mile Posts	MPH
Xing	220.5 - 220.4	35
Cv	218.8 - 217.6	20
Xing	218.1 - 217.6	20
RRX	217.4	30

(D) SPEED RESTRICTIONS — SWITCHES

Maximum speed permitted through turnout of switches, except main track switches listed below, 10 MPH

"D" - Dual Control Switch "P" - Power Switch "S" - Sonna Switch

Station or MP		Location	MPH
Ft. Worth	D	EE South track turnout	20
S.P. Jct.	D	Switches to S.P. Rv	20
Birds	D	Both ends siding	20
	D	Old Dublin Main track	10
Bell Jct.	S	Turnout B.N. & F.W.W.RY.	10
Crowley, Joshua	D	Both ends siding	30
Midway	D	EE siding	30
	D	Xovers	30
Cleburne	D	Xovers	10
Rio Vista, Blum, Kopperl, Morgan, Meridian, Clifton, Manhattan, McGregor, Moody, Pendleton	D	Both ends siding	30
Belco	D	Switch to freight yard	20
Temple	D	WE Psgr. track 3	20
	D	EE Main tracks, M.P. 216.9	30
	D	Both Xovers, M.P. 217.9 & 218.0	20
	D	North track at Lampasas Subdiv., M.P. 218.1	20
	D	Xover, M.P. 218.8, Ft. Worth Subdiv.	20
	D	Both ends siding	20

CITY CLERK

CHICAGO DIVISION

Chicago Subdiv
MAIN LINE
STATIONS

Station No.	Line Segment	Mile Post Location	Trk	Station	Rule 4.3	Oper	Distance from Chicago
00001		0.0		CHICAGO UNION STA	BIK		0.0
				0.8			
		0.8	2MT	ROOSEVELT ROAD	I		0.8
				0.9			
00002		1.7		UNION AVE	X(2)		1.7
				0.1			
		1.8		HALSTED STREET			1.8
				1.9			
00004		3.7	4MT	WESTERN AVE	X		3.7
				3.3			
00007		7.0		CICERO	BTX(2)		7.0
				1.5			
00008		8.5		CLYDE			8.5
				0.5			
00009		9.0		LA VERGNE	X(2)		9.0
				0.6			
00010		9.6		BERWYN			9.6
				0.4			
		10.0		HARLEM AVENUE			10.0
				1.0			
00011		11.0		RIVERSIDE			11.0
				0.7			
		11.7		HOLLYWOOD			11.7
				0.6			
00012		12.3		BROOKFIELD			12.3
				0.7			
00013		13.0		CONGRESS PARK	X(2)		13.0
				0.7			
00014		13.7		LA GRANGE			13.7
				0.4			
	71	14.1		STONE AVENUE			14.1
				1.3			
00015		15.4		WESTERN SPGS		CTC	15.4
				0.9			
00016		16.3		HIGHLANDS	X(2)		16.3
				0.5			
00017		16.8	3MT	HINSDALE			16.8
				1.0			
		17.8		WEST HINSDALE	X(2)		17.8
				0.4			
00018		18.2		CLARENDON HILLS			18.2
				1.2			
00019		19.4		WESTMONT			19.4
				0.9			
00020		20.3		FAIRVIEW AVE	X(2)		20.3
				0.8			
00021		21.1		DOWNERS GROVE	X(2)		21.1
				1.7			
00023		22.8		BELMONT			22.8
				1.6			
00024		24.4		LISLE	X(2)		24.4
				4.0			
00026		28.4		NAPERVILLE	X(2)		28.4
				3.2			
		31.6		ROUTE 59	T		31.6
				1.8			
00033		33.4		EOLA	BTX(2)		33.4
				1.9			
00035		35.3		WEST EOLA	BX(2)		35.3
				3.1			
00037		38.4		AURORA	JX(2)		38.4
				2.9			
20001	1	41.0	2MT	MONTGOMERY	JX		41.0

1. Maximum Speed Permitted –

	Passenger	Freight
Chicago to Aurora	70 MPH.	50 MPH.
Aurora to Montgomery	79 MPH.	60 MPH.
Loaded ore trains		35 MPH.
Main Track 4–		
MP 1.4 to MP 2.2	10 MPH	10 MPH
MP 2.2 to MP 3.2	40 MPH.	30 MPH
MP 3.2 to MP 6.3	40 MPH.	35 MPH.
MP 6.3 to MP 6.8	25 MPH.	15 MPH.
Main Tracks 1, 2 and 3–		
MP 0.8 to MP 1.4	25 MPH.	10 MPH.
MP 1.4 to MP 1.8	35 MPH.	10 MPH.
MP 1.8 to MP 2.3	40 MPH.	20 MPH.
MP 2.3 to MP 2.8	60 MPH.	20 MPH.
MP 2.8 to MP 4.0	60 MPH.	25 MPH.
MP 4.0 to MP 5.7	70 MPH.	25 MPH.
MP 5.7 to MP 7.3	70 MPH.	40 MPH.
MP 7.3 to MP 7.4 Over Freight Crossing	60 MPH.	40 MPH.
MP 7.4 to MP 9.6	70 MPH.	40 MPH.
MP 9.6 to MP 20.4	70 MPH.	45 MPH.
Westward only MP 11.3 TO MP 11.9	65 MPH.	45 MPH.
MP 20.4 to MP 21.7	65 MPH.	45 MPH.
MP 21.7 to MP 35.0	70 MPH.	50 MPH.
MP 35.0 to MP 38.1	55 MPH	40 MPH.
Trains over 100 tons/OB MP 35.1 to MP 38.1		30 MPH.
MP 38.1 to MP 38.8 Including turnouts	35 MPH.	35 MPH.
MP 38.8 to MP 40.4	75 MPH.	50 MPH.
MP 40.4 to MP 41.0	79 MPH.	60 MPH.
Empty Coal Trains MP 40.4 to MP 41.0 Main 1 and 2		60 MPH.
Begin CTC Hillyard North and South Leads to West Eola Plant	35 MPH.	20 MPH.
Over North Lead Hill West Switch	10 MPH.	10 MPH.
CROSSOVER SPEED RESTRICTIONS–		
Union Avenue "B" MP 1.4 to MP 1.8	10 MPH.	10 MPH.
Except Passenger Westward Main 2 to Main 1	35 MPH.	
Union Avenue "A" MP 1.8 to MP 2.5	35 MPH.	20 MPH.
Kedzie Ave MP 4.8	25 MPH.	25 MPH.
Cicero "B" MP 6.3 to MP 7.0–		
Between Mains 1, 2 and 3	35 MPH.	35 MPH.
Between Mains 3 and 4	25 MPH.	25 MPH.
LaVergne MP 7.0 to MP 9.2	30 MPH.	30 MPH.
Congress Park, Highlands, West Hinsdale, Fairview Ave. Downers Grove, East Lisle, West Lisle, East Naperville, and West Naperville	35 MPH.	35 MPH.
Eola and West Eola	30 MPH.	30 MPH.
East Hill and West Hill	10 MPH.	10 MPH.

CITY CLERK

GALESBURG DIVISION

Mendota Subdiv
MAIN LINE
STATIONS

WESTWARD	Length of Siding in Feet	Station Nos.	Line Segment	Mile Post Location	Trk	Rule 4.3	Oper	Distance from Montgomery	EASTWARD
		20001		41.0		MONTGOMERY JX		0.0	
						4.5			
		20007		45.5		BRISTOL X		4.5	
						6.0			
		20013		51.5		PLANO		10.5	
						4.4			
		20017		55.8		SANDWICH	CTC	14.9	
						3.3			
		20021		59.2		SOMONAUK X(2)		18.2	
						12.9			
		20034		72.1		EARLVILLE IX(2)		31.1	
						0.4			
				72.5		CNW Xing I		31.5	
						10.1			
		20044		82.6		MENDOTA BX(2)		41.6	
						12.7			
		20057	1	95.3	2MT	ZEARING JX(2)		54.3	
						8.9			
		20068		104.2		PRINCETON		63.2	
						6.5			
		20072		110.7		WYANET		70.7	
						5.9			
		20078		116.6		BUDA X(2)		75.6	
						14.5			
		20093		131.1		KEWANEE X(2)		90.1	
						8.2			
		20101		139.3		GALVA X(2)		98.3	
						7.4			
		20108		146.7		ALTONA		105.7	
						4.1			
		20112		150.8		ONEIDA		109.8	
						4.3			
		20117		155.1		WATAGA X		114.1	
						7.3			
		20126		162.4		GALESBURG BJTX		121.4	

1. Maximum Speeds Permitted–

	Passenger	Freight
Montgomery to Galesburg	79 MPH.	60 MPH.
Loaded Coal Trains		50 MPH.
Empty Coal Trains		60 MPH.
MP 72.5 to MP 72.57	40 MPH.	40 MPH.
MP 82.0 to MP 83.4	35 MPH.	35 MPH.
MP 104.2 to MP 104.7	60 MPH.	
MP 106.0 to MP 106.6	60 MPH.	
MP 115.7 to MP 116.8	70 MPH.	
MP 116.8 to MP 117.2	60 MPH.	
MP 130.9 to MP 131.9	55 MPH.	55 MPH.
Through crossovers between Main Tracks at: Bristol, Somonauk, Earlville, MP 80.4, Zearing, Buda, Kewanee, Galva, and Wataga	35 MPH.	35 MPH.
Mendota through Advance Track		10 MPH.
Galesburg Terminal–		
All tracks other than main tracks	Restricted Speed	
All turnouts unless otherwise specified		10 MPH.
Coach yard, Kansas City and Peoria wye tracks		10 MPH.
MP 161.7 to MP 162.4 Main 1 Westward and Main 2	30 MPH.	30 MPH.
MP 161.7 to MP 162.4 Main 1 Eastward	20 MPH.	10 MPH.
Crossover MP 162.05 Pearl Street	30 MPH.	30 MPH.

GALESBURG DIVISION

Brookfield Subdiv
MAIN LINE
STATIONS

WESTWARD	Length of Siding in Feet	Station Nos.	Line Segment	Mile Post Location	Trk	Rule 4.3	Oper	Distance from Galesburg	EASTWARD
		20126		162.4		GALESBURG BJTX		0.0	
						0.5			
				162.9		KNOX ST LI		0.5	
						1.4			
				164.3		THIRWELL I		1.9	
						1.7			
		25004		166.0		WATERMAN UT		3.6	
						1.9			
		25005		168.1		SALUDA I		5.7	
						4.2			
	11,081	25010		172.3		ABINGDON		9.9	
						10.5			
	9,633	25020	11	182.8		AVON		20.4	
						8.6			
		25029		191.4		BUSHNELL J		29.0	
						0.1			
				191.5	2MT	TP&W Xing I		29.1	
						10.8			
	7,130	25040		202.3		MACOMB	CTC	39.9	
						7.0			
	8,934	25047		209.3		COLCHESTER		46.9	
						16.6			
	7,300	25063		225.9		AUGUSTA		63.5	
						9.3			
	8,605	25073		235.2		GOLDEN		72.8	
						5.7			
	7,560	25078		240.9		CAMP POINT		78.5	
						13.3			
	8,890	25091		254.2		EWBANKS		91.8	
						4.3			
				258.5		QUINCY		95.1	
						3.0			
		73801		261.5		QUINCY JCT		99.1	
						1.9			
				263.4					
	7,500	23101	14	136.8		WEST QUINCY BJTX		101.0	
						2.8			

1. Maximum Speeds Permitted–

	Passenger	Freight
Galesburg to West Quincy	79 MPH.	60 MPH.
Loaded coal trains		50 MPH.
Empty coal trains		60 MPH.
MP 162.4 to MP 163.0 Quincy Main	10 MPH.	10 MPH.
MP 164.3 (Head End Only) over hub center crossing	25 MPH.	25 MPH.
MP 163.0 to MP 167.0 Quincy Main	59 MPH.	50 MPH.
Galesburg Terminal–		
All tracks other than Main Tracks	Restricted Speed	
All turnouts unless otherwise specified		10 MPH.
Coach yard, Kansas City and Peoria wye tracks		10 MPH.
Trains departing off R&D lead after through all other turnouts may operate through turnout MP168.0 Saluda		35 MPH.
Through turnout MP 188.9	35 MPH.	35 MPH.
MP 191.4 to MP 191.5	40 MPH.	25 MPH.
Bushnell on connection track to T.P.W. Railroad		5 MPH.
Through crossover MP 192.3	30 MPH.	30 MPH.
Through crossover MP 192.4	35 MPH.	35 MPH.
MP 202.6 to MP 202.7	40 MPH.	40 MPH.
MP 240.0 to MP 244.5	70 MPH.	
MP 258.5 to MP 260.0	40 MPH.	40 MPH.
MP 260.0 to MP 263.4	30 MPH.	25 MPH.
Through turnouts MP 263.2 to MP 263.4	30 MPH.	25 MPH.
East Leg of Wye West Quincy	10 MPH.	10 MPH.
Through turnouts of controlled sidings unless otherwise indicated	20 MPH.	20 MPH.

CITY CLERK

GALESBURG DIVISION

Ottumwa Subdiv
MAIN LINE
STATIONS

WESTWARD

Length of Siding in Feet	Station Nos.	Line Segments	Mile Post Location	Trk	Station	Rule 4 3	Oper	Distance from Galesburg
	20128	1	162 4		GALESBURG	BUTX		0 0
					0 2			
			162 6		A PLANT	I		0 2
					0 8			
			163 4		ACADEMY	I		1 0
	20130				5 0			
			168 4		GRAHAM	U		6 0
					10 6			
	20141		179 0	DT	MONMOUTH	X(2)	ABS	16 6
					5 6			
	20146		185 0		KIRKWOOD	X	TWC	22 6
					11 1			
	20158		196 1		GLADSTONE	X		33 7
					6 3			
			202 4		CORNETT	X(2)		40 0
					3 0			
	20167		205 4	2MT	BURLINGTON	IBJX	CTC	43 0
					3 9			
	20171		209 3		W BURLINGTON	TX(2)		46 9
					3 2			
	20174		212 5		DAYMAN	TX		50 1
					12 1			
	20186		224 6		NEW LONDON	X		62 2
					8 6			
	20195		233 2		MT PLEASANT	X(2)		70 8
					16 9			
	20212		250 1		BECKWITH	X		87 7
					5 3			
	20217		255 4	DT	FAIRFIELD	X(2)	ABS	93 0
					10 7			
	20228		266 1		BATAVIA	X	TWC	103 7
					13 5			
	20241		279 6		OTTUMWA	X(2)		117 2
					0 8			
			280 4		SOO LINE Xing	IX		118 0
					8 7			
	20251		289 1		ISU SWITCH	X		126 7
					12 8			
	20263		300 8		MAXON	X(2)		139 5
					1 8			
	20265		303 7	2MT	ALBIA	J	CTC	141 3
					6 0			
	20269		309 7		HALPIN	X(2)		147 3
					8 9			
	20280		318 6	DT	MELROSE	X		156 2
					8 2			
	20288		326 8		RUSSELL	X		164 4
					7 5			
	20296		334 3		CHARITON	TX		171 9
					7 7			
			342 0		SHANNON	X(2)		179 6
					8 6			
	20312		350 6		WOODBURN	X	ABS	188 2
					9 3			
	20321		359 9		OSCEOLA	X	TWC	197 5
					10 5			
	20332		370 4	2MT	MURRAY	X		208 0
					5 6			
	20337		376 0		THAYER	X		213 6
					7 6			
	20345		383 6		AFTON	X		221 2
					9 3			
	20355		392.9		CRESTON	BKTXY		230.5

EASTWARD

1. **Maximum Speeds Permitted–**

	Passenger	Freight
Galesburg to Creston	79 MPH.	60 MPH.
Loaded unit coal trains		50 MPH.
Empty coal trains		60 MPH.
Against the current of traffic on double track	59 MPH.	49 MPH.
MP 162 4 to MP 163 6 Main 1 and Main 2	30 MPH.	30 MPH.
MP 162 4 to MP 162 6 Main 1 Eastward	20 MPH.	10 MPH.
MP 162 4 to MP 162 5 Main 2 Westward	30 MPH	30 MPH.
MP 163.6 to MP 164 0	75 MPH.	50 MPH.
Galesburg Terminal –		
All tracks other than main tracks		Restricted Speed
All turnouts unless otherwise specified		10 MPH.
Coach yard, Kansas City and Peoria wye tracks		10 MPH.
Waterman and Graham	35 MPH.	35 MPH.
Graham cut–off track MP 165.2 to MP 164.3	10 MPH.	10 MPH.
Through turnouts Graham	35 MPH.	35 MPH.
Through turnout Clay Switch MP 165.48	35 MPH.	35 MPH.
MP 169.0 Eastward track	70 MPH.	
MP 169.0 Westward track	50 MPH.	50 MPH.
MP 170 0 Eastward track until head end by signal		55 MPH.
MP 176 3 to MP 176.55	70 MPH.	
MP 177 4 to MP 178 5		50 MPH.
MP 178 5 to MP 179 5	40 MPH	30 MPH.
MP 179 5 to MP 180 5 Westward Track	60 MPH	60 MPH.
MP 190.1 Westward track until head end by signal		55 MPH.
MP 203 0 to MP 204 0	60 MPH	50 MPH
MP 204 0 to MP 204 8	40 MPH.	20 MPH.
MP 204 8 to MP 205 9	12 MPH	12 MPH
MP 205 9 to MP 206 8	20 MPH.	20 MPH.
MP 206 8 to MP 209 0	50 MPH	40 MPH.
MP 209 0 to MP 211 0		50 MPH
MP 224 8 Eastward track until head end by signal		55 MPH.
MP 232 8 to MP 233.8 Head end of train	60 MPH.	50 MPH.
MP 235.5 Westward track until head end by signal		55 MPH
MP 243 0 to MP 250 0		
Against the current of traffic on westward track	40 MPH.	25 MPH.
MP 255 0 to MP 256.0 Fairfield– headend of trains moving with current of traffic over street crossing	60 MPH.	50 MPH.
MP 276 5 to MP 277.6	60 MPH	50 MPH.
MP 277 6 to MP 279 0	40 MPH	30 MPH.
MP 279 0 to MP 280 6	30 MPH	25 MPH.
MP 280 6 to MP 281 3	45 MPH.	35 MPH.
MP 301.9 to MP 303 8 Main 1	70 MPH.	50 MPH
MP 301 9 to MP 302 2 Main 2	40 MPH	35 MPH
MP 302 2 to MP 308.3 Main 2	50 MPH	40 MPH.
MP 303 6 and MP 304 4 Main 1 Head end of train	40 MPH.	25 MPH.
MP 304 4 to MP 306.9 Main 1	70 MPH.	40 MPH.
MP 315.0 to MP 321 5	65 MPH.	50 MPH.
MP 321.5 to MP 323 3	55 MPH.	50 MPH.
MP 324.2 to MP 324.6	70 MPH.	
MP 327.0 Eastward track until head end by signal		55 MPH.
MP 333.0 to MP 333.9	70 MPH.	
MP 333 9 to MP 334.5	40 MPH.	30 MPH.
MP 338 8 to MP 340 0 Westward track	50 MPH.	40 MPH.
MP 343 6 to MP 343 8	70 MPH.	
MP 351 5 to MP 354 8 Eastward track	55 MPH	45 MPH.
MP 353 3 to MP 353 5 Westward track	70 MPH.	
MP 359.5 to MP 360.4 Head end of trains moving with the current of traffic	60 MPH.	50 MPH.
Crossovers at following locations:		
MP 202 5	35 MPH.	35 MPH.
MP 300 8 crossovers	35 MPH.	35 MPH.
MP 309 9 crossovers	35 MPH.	35 MPH.
MP 333.2	35 MPH.	35 MPH.
MP 342.0	35 MPH.	35 MPH.
MP 357.9	35 MPH.	35 MPH.

CITY CLERK

LINCOLN DIVISION

Creston Subdiv
MAIN LINE
STATIONS

Rule 4.3 Oper

Length of Siding in Feet	Station Nos	Line Segment	Mile Post Location	Trk	Stations		Distance from Creston
					CRESTON	ABS	
	20355		392.9	2MT	To Greenfield 21.5 BIOXY	TWC	0.0
					13.8		
	20388		406.7		PRESCOTT		13.8
					6.6		
	20375		413.7	2MT	CORNING		20.8
					8.0		
	20384		422.7		NODAWAY		29.8
					4.8		
	20388		427.4	2MT	VILLISCA		34.6
					15.0		
				2MT	RED OAK		
	20403	1	442.4		To Farragut 23.8 T		49.6
					5.7		
	20409		447.5		McPHERSON		55.3
					3.5		
	20413		451.0	2MT	EMERSON		58.8
					5.3		
	20418		456.9		HASTINGS		64.1
					6.4		
	20427		467.9	2MT	BALFOUR X		73.5
					3.1		
	20432		471.4		GLENWOOD	CTC	78.6
					3.6		
			475.1				
	20438		0.0		PACIFIC JCT JTX		82.2
					5.0		
	20441		5.0	2MT	PLATTSMOUTH		87.2
					3.9		
	20445		8.9		OREAPOLIS AJTX		91.1
					7.4		
	20471		35.3		ASHLAND JTX(2)		117.5
					6.8		
	20478		42.1		GREENWOOD		124.3
					5.5		
7,016	20484		47.6	2MT	WAVERLY		129.8
					7.2		
	20491		54.8		HAVELOCK BKX		137.0
					4.8		
			59.6				
	20496	4	0.4		LINCOLN BUKT		141.8

1. Maximum Speed Permitted

	Passenger	Freight
Creston to Lincoln	79 MPH.	60 MPH.
Trains 100 Tons/OB and over		45 MPH.
MP 393.0 to MP 393.7	30 MPH.	25 MPH.
MP 395.2 through turnout	25 MPH.	25 MPH.
MP 405.7 through equilateral turnout	50 MPH.	50 MPH.
MP 408.9 through XO	35 MPH.	35 MPH.
MP 412.0 through equilateral turnout	50 MPH.	50 MPH.
MP 422.2 through equilateral turnout	50 MPH.	50 MPH.
MP 425.5 through XO	35 MPH.	35 MPH.
MP 428.9 through equilateral turnout	50 MPH.	50 MPH.
MP 439.4 through equilateral turnout	50 MPH.	50 MPH.
MP 443.3 through turnout	35 MPH.	35 MPH.
MP 447.5 through turnout	35 MPH.	35 MPH.
MP 453.5 through XO	35 MPH.	35 MPH.
MP 458.0 through turnout	35 MPH.	35 MPH.
MP 466.4 through turnout	35 MPH.	35 MPH.
MP 467.9 through XO	35 MPH.	35 MPH.
MP 0.2 to MP 3.5	50 MPH.	50 MPH.
MP 0.2 to MP 36.5 Trains 100 tons O/B and over		40 MPH.
MP 0.2 through turnout	50 MPH.	50 MPH.
MP 3.5 to MP 5.2	40 MPH.	40 MPH.
MP 5.2 to MP 35.0	50 MPH.	50 MPH.
MP 5.0 through turnout	30 MPH.	25 MPH.
MP 8.7 through XO	25 MPH.	25 MPH.
MP 8.8 through turnout Omaha Sub	25 MPH.	25 MPH.
MP 8.9 through turnout End 2MT	25 MPH.	25 MPH.
MP 9.0 over UPRR crossing	35 MPH.	35 MPH.
MP 9.3 through turnout to Omaha Sub	10 MPH.	10 MPH.
MP 35.0 to MP 36.5	50 MPH.	40 MPH.
MP 35.2 through XO	30 MPH.	25 MPH.
MP 36.4 through XO	30 MPH.	25 MPH.
MP 41.1 through XO	30 MPH.	25 MPH.
MP 49.1 HER–Eastward Trains passing Signal on Main 1		
Freight Trains up to 100 tons per O/B		50 MPH.
Freight Trains 100 tons per O/B and over		40 MPH.
MP 57.0 to 58.9		40 MPH.
MP 58.9 to MP 59.6 via Passenger tracks	20 MPH.	20 MPH.
MP 58.9 to MP 60.0 via Freight Line		25 MPH.
MP 59.1 through XO	12 MPH.	12 MPH.
Through turnouts of Controlled Sidings	20 MPH.	20 MPH.

GALESBURG DIVISION

Through turnouts leaving controlled sidings Abingdon and Avon after engine passes signal authorizing movement	35 MPH.
Through turnouts leaving controlled sidings Macomb, Colchester, Augusta, Golden, Camp Point and Ewbanks after engine passes signal authorizing movement	30 MPH.

DIS CITY CLERK

LINCOLN DIVISION

Omaha Subdiv
MAIN LINE
STATIONS

WESTWARD	Length of Siding in Feet	Station Nos	Line Segment	Mile Post Location	Trk	Rule 4 3 Oper		Distance from Oreapolis	EASTWARD
		20445		0 0		OREAPOLIS AJTX		0 0	
						7 6			
	7,325	80208		7 6		BELLEVUE		7 6	
						7 4			
		80214		15 0	2MT	GIBSON BKT		15 0	
						1 8			
		27400		16 8	2MT	OMAHA			
	5,661					To Council Bluffs 4 0 J	CTC	16 8	
			137			3 8			
	7,323	80221		20 4		SOUTH OMAHA T		20 4	
						4 0			
	1,760	80225		24 4		RALSTON		24 4	
						7 0			
	8,300	80230		31.4		CHALCO		31 4	
						9 9			
	8,475	80241		41.3		MELIA		41.3	
						6.7			
		20471		47.0		ASHLAND UTX		47 0	

Maximum Speed Permitted	Passenger	Freight
Oreapolis to Ashland	79 MPH.	50 MPH.
Trains 100 tons O/B and over		45 MPH.
MP 0.0 to MP 1 7	40 MPH.	40 MPH.
MP 1.7 to MP 2.3	60 MPH	
MP 2.3 to MP 10.2	65 MPH	
MP 10.2 to MP 14.8	60 MPH.	
MP 14 8 to MP 16 0	30 MPH.	30 MPH.
MP 16 0 to MP 16.5	20 MPH.	20 MPH.
MP 16 5 to MP 17 2	10 MPH.	10 MPH.
MP 17.2 to MP 17.9	20 MPH.	20 MPH.
MP 17.9 to MP 19.1	50 MPH.	40 MPH.
MP 19.1 to MP 19 2	30 MPH.	20 MPH.
MP 19 2 to MP 21.5	50 MPH.	40 MPH.
MP 21.5 to MP 28.2	55 MPH.	
MP 28.2 to MP 41.9	60 MPH.	
MP 46.1 to MP 46 3	60 MPH.	
MP 46.3 to MP 47.2	50 MPH.	40 MPH.
BN Junction MP 493.4 to End of Track MP 486.8 Council Bluffs		10 MPH.
Through turnouts of controlled sidings	20 MPH.	20 MPH.
Through turnout Main 2 at MP 15.0	30 MPH.	30 MPH.
Through turnouts and on sidings Omaha and South Omaha	10 MPH.	10 MPH.
Through the following dual control switches:		
Oreapolis–West Leg of Wye	10 MPH.	10 MPH.

BNS CITY CLERK

McCOOK DIVISION

Hastings Subdiv
MAIN LINE
STATIONS

WESTWARD	Length of Siding in Feet	Station Nos.	Line Segment	Mile Post Location	Trk	Rule 4.3 Oper		Distance from Lincoln	EASTWARD
				59.6					
		20496		0.4		LINCOLN	BUKT	0.0	
				3.1					
			2	1.5		CARLING	BUKT	1.1	
				2.8					
				4.4					
				3.8		CUSHMAN	BUK	3.8	
				3.4					
			163	7.8					
		20503		66.9		COBB	J	7.3	
				2.5					
6.294		20505		69.4		DENTON		9.8	
				6.8					
6.870		20512		76.2		BERKS		16.6	
				3.5					
4.039		20516		79.7		CRETE	BJ	20.1	
				8.4					
6.753		20524		88.1		DORCHESTER		28.5	
				9.1					
6.625		20533		97.2		FRIEND		37.6	
				8.8					
6.990		20542		105.8		EXETER		46.2	
				7.2					
						FAIRMONT			
7.325		20549		113.0		To Milligan 14.5	J	53.4	
				6.7					
6.630		20556		119.7		GRAFTON		60.1	
				8.2					
6.550		20564		127.9		SUTTON		68.3	
				4.4					
6.590		20568		132.3		SARONVILLE		72.7	
				8.4					
6.656		20577		140.7		HARVARD		81.1	
				6.8					
6.626		20583		147.5		INLAND		87.9	
				4.5					
		20588		152.0		HALLORAN		92.4	
				1.5					
			2	153.5		GH Jct	JT	93.9	
				1.4					
4.800				154.9		BRICK YARD		95.3	
				1.6					
		20592		156.5		HASTINGS	BUKTX	98.4	CTC
				6.1					
		20598		162.6		JUNIATA		103.0	
				8.3					
8.806		20607		171.0		KENESAW		111.3	
				7.7					
8.372		20614		178.7		HEARTWELL		119.0	
				9.6					
7.270		20624		188.3		MINDEN		128.6	
				9.6					
7.434		20634		197.8		AXTELL		138.2	
				6.5					
		20640		204.4		FUNK		144.7	
				6.6					
6.675		20647		211.0		HOLDREGE	J	151.3	
				7.4					
7.075		20654		218.3		ATLANTA		158.7	
				8.5					
		20663		226.8		MASCOT		167.2	
				4.9					
		20667		231.5		OXFORD JCT.	J	172.1	
				2.2					
7.603		20670		234.0		OXFORD	BT	174.3	
				7.8					
6.732		20677		241.8		EDISON		182.1	
				6.7					
		20684		248.3		ARAPAHOE		188.8	
				5.8					
6.769		20690		254.3		HOLBROOK		194.7	
				8.4					
8.708		20694		262.8		CAMBRIDGE		203.1	
				7.8					
3.838		20706		270.3		BARTLEY		210.9	
				5.9					
6.711		20712		276.3		INDIANOLA		216.8	
				11.6					
7.851		20724		287.9		McCOOK	BKT	228.4	

1. **Maximum Speeds Permitted**

	Passenger	Freight
Lincoln to McCook	79 MPH.	60 MPH.
Trains 100 tons O/B and over		45 MPH.
Via Passenger Main		
MP 59.6 to MP 60.4 incl. U.P. Crossing	20 MPH.	20 MPH.
MP 60.01 XO	12 MPH.	12 MPH.
MP 60.4 to MP 62.9	75 MPH.	50 MPH.
MP 62.9 to MP 63.5	60 MPH.	50 MPH.
MP 63.5 to MP 66.7	75 MPH.	50 MPH.
MP 66.7 to MP 67.1	35 MPH.	35 MPH.
Via Cobb Line		
MP 3.9 to MP 7.8	35 MPH.	35 MPH.
MP 66.7 to MP 67.1 (Turnout)	35 MPH.	35 MPH.
MP 67.1 to MP 70.6	60 MPH.	50 MPH.
MP 70.6 to MP 78.1	65 MPH.	50 MPH.
MP 78.1 to MP 79.0	60 MPH.	50 MPH.
MP 79.0 to MP 80.4	30 MPH.	30 MPH.
MP 80.4 to MP 82.1	65 MPH.	50 MPH.
MP 127.3 to MP 127.7	60 MPH.	60 MPH.
MP 153.3 to Gillner Sub	25 MPH.	25 MPH.
MP 153.8 to Gillner Sub	25 MPH.	25 MPH.
MP 156.0 to MP 156.5	45 MPH.	45 MPH.
MP 156.4 crossover and turnouts	10 MPH.	10 MPH.
MP 219.5 to MP 228.0	70 MPH.	60 MPH.
MP 229.3 to MP 230.1	60 MPH.	60 MPH.
MP 233.8 Oxford, HER over Ogden Avenue	60 MPH.	60 MPH.
MP 284.1 to MP 284.7	65 MPH.	
MP 287.6 to MP 287.8	30 MPH.	30 MPH.
Turnouts of Controlled Sidings	20 MPH.	20 MPH.
Turnouts Hobson yard-west end of west B-2, west B-3 and at Cushman to the Hastings Subdivision (MP 3.9)		20 MPH.
Hobson Yard–West B–2, west B-3 and Running Track between MP 2.5 (Summit of Hump) & Cushman		20 MPH.
Sidings: Denton, Dorchester, Friend, Exeter, Grafton, Sutton, Saronville, Harvard, Inland & Funk	10 MPH.	10 MPH.
Hastings	25 MPH.	25 MPH.
Fairmont to Milligan		10 MPH.
Holdrege Siding (South Side) Locomotives exceeding 165 tons	10 MPH.	10 MPH.
McCook– Long siding	20 MPH.	20 MPH.

DOC CITY CLERK

McCOOK DIVISION

Akron Subdiv
MAIN LINE
STATIONS

WESTWARD	Length of Siding in Feet	Station Nos	Line Segments	Mile Post Location	Trk	Rule 4.3 Oper		Distance from McCook	EASTWARD
	7,851	20724		287.8		McCOOK	BKT	0.0	
						12.2			
	8,884	20735		300.0		CULBERTSON	J	12.2	
						8.5			
	7,022	20746		308.5		TRENTON		20.7	
						11.9			
	7,054	20757		320.4		STRATTON		32.6	
						10.3			
	8,779	20767		330.7		MAX		42.9	
						8.4			
	7,270	20775		339.1		BENKELMAN		51.3	
						10.4			
	7,017	20788		349.5		PARKS		61.7	
						11.8			
	8,716	20797		361.1		HARDLER		73.3	
						15.9			
	8,140	20813	2	377.0		WRAY	CTC	89.2	
						8.6			
	8,426	20821		385.6		ROSS		97.8	
						6.6			
	7,101	20828		392.2		ECKLEY		104.4	
						13.3			
	8,716	20841		405.5		YUMA		117.7	
						8.5			
	8,658	20850		414.0		CALHOUN		126.2	
						9.0			
	8,674	20859		423.0		PLATNER		135.2	
						7.5			
	8,231	20867		430.5		AKRON		143.0	
						13.5			
	8,718	20880		444.3		PINNEO		156.5	
						8.9			
				453.2		EAST BRUSH	JT	165.4	

1. Maximum Speeds Permitted

	Passenger	Freight
McCook to Brush Center	79 MPH.	60 MPH.
Trains 100 tons O/B and over		45 MPH.
MP 287.8 to MP 288.2	30 MPH	30 MPH.
MP 288.2 to MP 288.9	60 MPH	
MP 430.5 to MP 431.5	50 MPH.	40 MPH.
MP 431.5 to MP 434.0	60 MPH.	50 MPH.
East Brush to Brush Jct	25 MPH.	25 MPH.
Trains through turnouts of controlled sidings	25 MPH.	25 MPH.
McCook–Long siding	20 MPH.	20 MPH.
Siding at Pinneo	10 MPH.	10 MPH.

BRS CITY CLERK

DENVER DIVISION

Brush Subdiv
MAIN LINE
STATIONS

WESTWARD	Length of Siding in Feet	Station Nos.	Line Segment	Mile Post Location	Trk	Rule 4.3 Oper			Distance from Starting	EASTWARD
						To East Brush .8				
						3.0				
	N7,308	20891		150.0		BRUSH CENTER	BJKT			
	S7,112			454.9		to East Brush 1.7			34.9	
						1.5				
				456.5		WEST BRUSH			36.4	
						1.5				
		20894		458.0		PAWNEE JCT	J		37.9	
						6.5				
	8,220	20900		464.3		FT. MORGAN			44.4	
						4.1				
	7,920	20904		468.5		BIJOU			48.5	
						10.5				
	7,012	20915		478.9		WIGGINS		CTC	59.0	
						10.1				
	7,133	20924		489.1		CREST			69.1	
						6.3				
	7,048	20932	2	495.7		ROGGEN			75.4	
						8.8				
	7,101	20941		504.4		KEENESBURG			83.3	
						7.8				
	6,146	20949		513.0		HUDSON			92.0	
						5.5				
	7,191	20954		518.5		TONVILLE			98.4	
						6.0				
	7,613	20960		524.5		BARR			104.4	
						7.4				
	7,656	20968		531.7		IRONDALE			111.8	
						4.8				
		20973		536.9		SAND CREEK	I		116.7	
						4.3				
		20977		541.2		31st ST. YARD	BKT		121.0	
						0.3		6.28		
				541.5		23rd STREET	AJY		121.3	

DENVER DIVISION

Front Range Subdiv
MAIN LINE
STATIONS

WESTWARD	Length of Siding in Feet	Station Nos.	Line Segment	Mile Post Location	Trk	Rule 4.3 Oper			Distance from Denver U.D.	EASTWARD
		41137		0.0		DENVER UD	BJK	Rule 6.28	0.0	
						0.8				
				0.8		23rd STREET	AJ		0.8	
						0.2				
		84301		1.0		PROSPECT JCT	JXY	CTC	1.0	

1. **Maximum Speeds Permitted**

	Freight
Through Denver Union Terminal Limits	10 MPH.
Denver Union Station to Utah Jct Main Track	10 MPH.
Westward passenger trains Denver Union Terminal to Propect Jct	15 MPH.

DENVER DIVISION

1. **Maximum Speeds Permitted –**

	Passenger	Freight
East Brush to South Denver	79 MPH.	
East Brush to Brush Jct	25 MPH.	25 MPH.
Crossover switch MP 150.0		
MP 454.9 Brush Center	20 MPH.	20 MPH.
MP 454.9 to MP 456.5 Track #1	20 MPH.	20 MPH.
MP 506.0 to MP 506.7	65 MPH.	
MP 535.3 to MP 537.2 (Eastward trains head–end only at MP 535.3)	40 MPH.	40 MPH.
Over UP crossing MP 537.3	30 MPH.	30 MPH.
MP 537.4 to signal MP 539.7	40 MPH.	30 MPH.
Signal MP 539.7 to signal MP 541.2	30 MPH.	20 MPH.
Signal 541.2 to 23rd Street Crossover MP 541.5	10 MPH.	10 MPH.
Signal MP 541.5 to MP 4.2 –MT 1 and MT 2	20 MPH.	20 MPH.
Through turnouts off main track, coal 1 and 2 to south lead at 38th Street	20 MPH.	20 MPH.
Through Denver Union Terminal Limits	10 MPH.	10 MPH.
Eastward passenger trains Denver Union Terminal to 31st Street yard via passenger lead	15 MPH.	
All Crossovers between 31st Street and South Denver	10 MPH.	10 MPH.
Trains departing sidings on a proceed signal indication, only after engine has passed signal	35 MPH.	35 MPH.
Through turnout East Bijou	25 MPH.	25 MPH.
On siding Ft. Morgan	10 MPH.	10 MPH.

CITY CLERK

MINNESOTA DIVISION

St Paul Subdiv
MAIN LINE
STATIONS

Westbound	Length of Siding in Feet	Station Nos	Line Segment	Mile Post Location	Trk	Rule 4.3 Oper			Distance from St Croix	Eastbound
		00409	3	410.8	2MT	ST CROIX	JX	CTC	0.0	
						11.9				
		00420		422.2		NEWPORT	X(2)		11.9	
						2.8				
						DUNN	Y		14.8	
		00424		428.7		1.6				
						OAKLAND	JX(2)Y		16.4	
						0.8				
						ST PAUL YARD	Y		17.2	
						0.5				
		00426		428.3		DAYTONS BLUFF	Y		17.7	
				429.1		0.8				
						HOFFMAN AVE	JX(2)Y		18.5	
				429.7		0.6				
						DIVISION STREET	JXY		19.2	
				430.0		0.6				
		00429	25	0.0		SEVENTH ST	JXY		19.8	
						1.5				
		61202		1.3	DT	MISSISSIPPI ST	X(2)Y		21.3	
						0.6				
		51204		2.3		SOO LINE JCT	JY		21.9	
						4.4				
		51209		6.7		UNION JCT	XY	ABS	26.3	
						1.2				
		51210		7.8		PARK JCT	AJXY	OCS	27.5	
						1.9				
		51211		9.6		EAST MINNEAPOLIS	JTY		29.4	
						2.1				
				11.7		UNIVERSITY	JX(2)Y		31.5	
					2MT	0.8				
		00439		12.5		35th AVE	XY	CTC	32.3	
						1.4				
		00441		13.9		NORTHTOWN	BKTY		33.7	

1.Maximum Speeds Permitted –

	Passenger	Freight
St Croix to Northtown	70 MPH.	60 MPH.
At East St Croix	12 MPH.	12 MPH.
MP 410.4		
Through crossover at West St Croix	35 MPH.	35 MPH.
Soo Line Main track connection switch from Main 2 to St Croix	35 MPH.	35 MPH.
MP 410.2 to MP 410.5	35 MPH.	35 MPH.
MP 410.5 to MP 418.2	45 MPH.	40 MPH.
MP 418.2 to MP 428.8	70 MPH.	50 MPH.
MP 422.2–Newport		
Through east crossover	25 MPH.	25 MPH.
Through west crossover	35 MPH.	35 MPH.
MP 428.7 through crossover between two main tracks	25 MPH.	25 MPH.
MP 428.8–429.7	30 MPH.	25 MPH.
Following speed restrictions are in effect on Soo/CP tracks, Main 1, St Croix to Newport and Main 2, Newport to Division Street	70 MPH.	50 MPH.
Division Street – Hoffman	30 MPH.	25 MPH.
All Turnouts located between East and West University	12 MPH.	12 MPH.
except the 801,803,807 crossovers	25 MPH.	25 MPH.
All turnouts located between East and West 35th Ave	12 MPH.	12 MPH.
except the 705 turnout	30 MPH.	30 MPH.

MINNESOTA DIVISION

Midway Subdiv
MAIN LINE
STATIONS

Westbound	Length of Siding in Feet	Station Nos	Line Segment	Mile Post Location	Trk	Rule 4.3 Oper			Distance from 7th Street	Eastbound
		00429	22	0.5	2MT	SEVENTH ST	JY	CTC	0.0	
						0.9				
				1.4	DT	WESTMINSTER ST	JX(2)Y		0.9	
						1.8				
				3.2		DALE ST	XY		2.4	
		00433		5.1		2.0				
						MIDWAY	BXY	ABS	4.4	
				7.0		1.9		OCS		
		00435	216	7.0		ST ANTHONY	UY		6.3	
						1.3				
		00438		8.4		UNION YARD	BX(2)Y	OCS	7.6	
						1.3				
		00437		9.5		MPLS JCT	UTXY		8.9	
						0.8				
				10.2		VAN BUREN ST	UXY	ABS OCS	9.7	
						1.0				
				11.7	2MT	UNIVERSITY	JX(2)Y	CTC	11.8	
						0.7				
				12.4		EAST 35TH AVE	JY		12.3	

1.Maximum Speed Permitted –

	Passenger	Freight
Seventh St to East 35th Ave	30 MPH.	30 MPH.
All turnouts located between East and West University	12 MPH.	12 MPH.
except the 801, 803, 807 crossovers	25 MPH.	25 MPH.
All turnouts located between East and West 35th Avenue	12 MPH.	12 MPH.
except the 705 turnout	30 MPH.	30 MPH.

SAS CITY CLERK

MINNESOTA DIVISION

Staples Subdiv
MAIN LINE
STATIONS

Westbound	Length of Siding in Feet	Station No.	Line Segment	Mile Post Location	Trk	Stations	Rule 4.3 Oper		Distance from Northtown	Eastbound
		00441	25	13.9		NORTHTOWN YBKT			0.0	
						1.6				
		00442		15.5	2MT	INTERSTATE X(2)Y		CTC	1.6	
						6.7				
		00448		21.1		COON CREEK JX(2)			7.5	
						5.7				
		00453		26.8		ANOKA X			13.2	
						11.8				
		00465		38.6	DT	ELK RIVER X		TWC ABS	25.0	
						8.4				
		00475		47.0		BIG LAKE			33.4	
						10.5				
	8,150	00482		57.5		BECKER		CTC	43.9	
						5.2				
		00490		62.7	2MT	CLEAR LAKE			49.1	
						3.3				
				66.0		MP 66 X(2)			52.4	
						7.8				
		00502		73.8		ST CLOUD JTX(2)			60.4	
						4.4				
	E7,207	00506		78.4	DT	SARTELL X		TWC ABS	64.8	
						9.9				
		00516		88.7		RICE X			74.7	
						14.7				
		00531		103.3		GREGORY			89.4	
						2.8				
	10,725	00533		106.0		LITTLE FALLS T			92.2	
						4.4				
	11,618	00538		110.8		DARLING			96.8	
						5.8				
	11,813	00544		116.6		RANDALL			102.4	
						11.0				
	11,878	00555		127.6		LINCOLN		CTC	113.4	
						6.2				
		00561		134.0		PHILBROOK			119.8	
						6.3				
				140.0	2MT					
		00567		146.0		STAPLES BJTX(2)Y			125.9	
						11.0				
		00578		159.0		VERNDALE			136.9	
						6.7				
		00585		165.6		WADENA X			143.6	
						12.9				
		00598		178.5		NEW YORK MILLS X			156.5	
						10.8				
		00608		189.3		PERHAM X			167.3	
						20.8				
		00629		210.1		DETROIT LAKES AX		TWC ABS	188.1	
						3.4				
		00632		213.6	DT	RICHARDS SPUR X			191.6	
						3.6				
		00636		217.2		AUDUBON			195.1	
						5.8				
		00642		222.0		LAKE PARK X			200.7	
						7.8				
		00650		230.0		MANITOBA JCT JTX			208.5	
						3.8				
		00653		234.4		HAWLEY IX(2)			212.3	
						14.5				
		00668		248.8		GLYNDON JX			226.8	
						1.4				
		00670		250.3		EAST DILWORTH LKY		ABS DCS	228.2	

MINNESOTA DIVISION

1. Maximum Speed Permitted –	Passenger	Freight
Northtown to East Dilworth	79 MPH.	60 MPH.
Against the current of traffic on double track	59 MPH.	49 MPH.
MP 21.0–Coon Creek through both crossovers	35 MPH.	35 MPH.
MP 13.9 to MP 15.5	60 MPH.	45 MPH.
MP 15.5 thru turnout end of double track	35 MPH.	35 MPH.
MP 21.1 to MP 28.2	75 MPH.	
MP 28.2 to MP 37.3	79 MPH.	
MP 37.3 to MP 128.4	75 MPH.	
MP 128.4 to MP 139.7	79 MPH.	
MP 139.7 to MP 236.1	75 MPH.	
MP 236.1 to MP 248.1	79 MPH.	
MP 248.1 to MP 248.8	75 MPH.	
MP 248.8 to MP 250.2	75 MPH.	50 MPH.
MP 38.1 to MP 39.5	75 MPH.	50 MPH.
MP 46.9 to MP 47.1	40 MPH.	40 MPH.
MP 57.0 to MP 57.5	40 MPH.	40 MPH.
MP 73.0 to MP 73.5	60 MPH.	
MP 73.5 to MP 78.5	70 MPH.	60 MPH.
Becker–Between main line switch and 1.6 miles beyond main line switch on NSP Spur on approach track to car dumper building		25 MPH.
From 1.6 miles beyond main line switch to leaving switch of loop track	12 MPH.	12 MPH.
Through No. 20 Turnouts at following locations	35 MPH.	35 MPH.
Becker–Main track switches to NSP Spur MP 66		
St. Cloud–Westpower Crossover MP 73.8	35 MPH.	35 MPH.
Gregory–End of Double Track		
Philbrook–Two Main Track CTC		
No. 20 turnout at MP 250.2	35 MPH.	35 MPH.
MP 105.3 to MP 106.3	30 MPH.	30 MPH.
MP 106.3 to MP 107.0	50 MPH.	50 MPH.
Little Falls siding–loaded Unit trains		10 MPH.
On controlled sidings and turnouts at Little Falls, Darling, Randall and Lincoln	25 MPH.	25 MPH.
MP 148.1 to MP 139.7 Eastbound	25 MPH.	25 MPH.
MP 139.7 to MP 148.1 Westbound	25 MPH.	25 MPH.
MP 187.4 to MP 187.2 Eastbound	55 MPH.	55 MPH.
MP 201.1 to MP 199.5 Eastbound	55 MPH.	55 MPH.
MP 208.4 to MP 208.0 Eastbound	55 MPH.	55 MPH.
MP 224.4 to MP 221.6 Eastbound	50 MPH.	50 MPH.
MP 229.7 to MP 228.1 Eastbound	60 MPH.	
MP 234.5 to MP 234.0 Eastbound	60 MPH.	
MP 187.2 to MP 187.4 Westbound	60 MPH.	
MP 199.5 to MP 201.1 Westbound	60 MPH.	
MP 208.0 to MP 208.4 Westbound	60 MPH.	
MP 221.6 to MP 224.4 Westbound	60 MPH.	
Detroit Lakes over Lake Street and Washington Avenue crossings	50 MPH.	50 MPH.
Detroit Lakes over Soo Line crossing at MP 210.9	40 MPH.	40 MPH.
Detroit Lakes–trains over 100 ton/OB over Soo Line crossing at MP 210.9	30 MPH.	30 MPH.
Detroit Lakes on Soo Line transfer	5 MPH.	5 MPH.
Richards Spur Industry Track MP 213.1		5 MPH.
Hawley through EWD & WWD No.20 crossovers MP 233.8	35 MPH.	35 MPH.

EDS CITY CLERK

FARGO DIVISION

K O Subdiv MAIN LINE STATIONS

WESTWARD | EASTWARD

Length of Siding in Feet	Station Nos.	Line Segment	Mile Post Location	Trk	Rule 4.3 Oper		Distance from East Dilworth
		25	250.2		EAST DILWORTH IYX		0.0
					4.1		
			1.0		WATTS IXY		1.0
					3.1		
	00673		0.0	DT	DILWORTH BKT	TWC	3.1
					X(2)Y	ABS	
			3.2				
					1.8		
	00675		5.8		MOORHEAD JCT UX(2)Y		6.7

Prosper Subdiv MAIN LINE STATIONS

WESTWARD | EASTWARD

Length of Siding in Feet	Station Nos.	Line Segment	Mile Post Location	Trk	Rule 4.3 Oper		Distance from South Moorhead
	00675		21.4		MOORHEAD JCT UXY		1.5
					0.9		
2,855	00678	220	22.3		MOORHEAD JY		2.4
					1.1		
	00678		23.4		FARGO PSGR STATION Y	ABS	3.5
					0.1		
			0.9				
	00679		24.2		FARGO YARD OFFICE UTY		3.8
					3.8		

1.Maximum Speeds Permitted–	Passenger	Freight
East Dilworth to New Rockford		60 MPH.
MP 250.2 to MP 3.1	75 MPH.	
MP 250.2 to MP 3.1 Trains over 100 tons/OB		40 MPH.
MP 3.1 to MP 9.1	40 MPH.	35 MPH.
MP 9.1 Headend speed restriction for westward trains.		
MP 5.7 turnout to Prosper Subdivision, from west bound main track Moorhead Jct	10 MPH.	10 MPH.
MP 6.1 turnout to Prosper Subdivision, from east bound main track Moorhead Jct		10 MPH.
MP 27.0 to MP 28.0 – head end restriction		40 MPH.
Through turnouts at:		
MP 5.8 crossover	10 MPH.	10 MPH.

1.Maximum Speeds Permitted	Freight
South Moorhead to Nolan	49 MPH.
Mason–siding	10 MPH.
MP 41.1 to MP 42.3	40 MPH.
MP 42.3 to MP 3.9 JY Jct	25 MPH.
MP 3.9, JY Jct. to MP 23.0, Vance	40 MPH.
Nolan–Thru No. 20 turnout located at MP 40.9	35 MPH.
Headend Speed Restriction for Westward trains Distant Signal, MP 39.6	35 MPH.
MP 42.6 Connecting track, KO Subdivision, to Eastward track Moorhead Jct	10 MPH.
MP 21.4 Turnout KO Subdivision, to Westward track Moorhead Jct	10 MPH.
MP 3.9 turnout JY Jct	25 MPH.
MP 0.9 turnout Fargo Yard Office	25 MPH.

BNS CITY CLERK

FARGO DIVISION

Hillsboro Subdiv
MAIN LINE
STATIONS

Rule 4.3 Oper

Westbound: Length of Siding in Feet	Station Nos.	Line Segment	Mile Post Location	Trk	Stations		Rule 4.3 Oper	Distance from Fargo Yard Office	Eastbound
			0.0		FARGO YARD OFFICE	JTY	ABS	0.0	
	00679		24.2		9.7				
			25.9		DAKOTA JCT	JY		1.7	
8.455	10053		31.9		6.0				
3.600	10066		44.4		HARWOOD			7.7	
8.482	10072		50.6		12.4				
7.367	10084	220	62.3		GARDNER			20.1	
	10088		65.9		6.3				
	10092		70.1		GRANDIN			26.4	
6.460	10096		76.1		11.9				
3.971	10103		81.1		HILLSBORO			38.3	
5.618	10110		86.2		3.6				
			97.7		TAFT		TWC ABS	41.9	
			98.0		4.2				
			98.2		CUMMINGS			46.1	
					8.0				
					BUXTON			52.1	
					4.9				
					REYNOLDS			57.0	
					7.2				
					THOMPSON			64.2	
					10.6				
					FO SWITCH	UT		74.8	
					0.3				
					WEST GRAND FORKS		ABS	75.1	
					0.2				
					DL SWITCH	UT		75.3	

1. Maximum Speeds Permitted–

	Passenger	Freight
Dakota Jct to F.O. Switch	79 MPH.	50 MPH.
Fargo Yard Office and Dakota Jct.:		
MP 24.2 to MP 24.3	25 MPH.	25 MPH.
MP 24.3 to MP 28.1	50 MPH.	30 MPH.
F.O. Switch and D.L. Switch	10 MPH.	10 MPH.

FARGO DIVISION

Grand Forks Subdiv
MAIN LINE
STATIONS

Rule 4.3 Oper

Westbound: Length of Siding in Feet	Station Nos.	Line Segment	Mile Post Location	Trk	Stations		Rule 4.3 Oper	Distance from Cass Lake	Eastbound
		220	98.2		D L SWITCH	UT		135.8	
			0.4		11.9				
7.581	05310		12.3		EMERADO			147.7	
	05316		18.3		6.1				
	05322		23.7		ARVILLA		TWC ABS	153.8	
9.288	05323		24.3		5.4				
	05325		26.7		MAYVILLE JCT			159.2	
	05338		38.3		0.6				
	05343		44.5		LARIMORE			159.9	
8.883	05348	33	50.3		2.3				
8.906	05359		60.7		HANNAH JCT			162.1	
	05368		69.6		11.6				
	05373		74.5		NIAGARA			173.7	
10.580	05383		85.3		6.3				
					PETERSBURG			180.0	
					5.8				
					MICHIGAN			185.8	
					10.4				
					LAKOTA	JT		196.2	
					8.9				
					DOYON			205.1	
					4.8				
					CRARY			209.9	
					10.8				
					DEVILS LAKE	BJTX		220.7	

1. Maximim Speeds Permitted–

	Passenger	Freight
Cass Lake to Grand Forks		49 MPH.
D.L. Switch to Devils Lake	79 MPH.	50 MPH.
D.L. Switch to Devils Lake trains over 100 tons O.B.		40 MPH.
Sidings		10 MPH.
Trains over 100 tons/OB		45 MPH.
MP 92 to MP 93 at Fisher		40 MPH.
Between Fisher and Rodland Jct MP 84.0 to MP 1.0		30 MPH.
Head end restriction, Bemidji Between MP 89.5 to MP 91.6		35 MPH.
MP 103.0, Simplot to MP 105.0, East Grand Forks		25 MPH.
MP 103.0 East Grand Forks MN. head end restriction for eastward trains. MP 105.0, East Grand Forks to MP 110.4, G.F. Switch		10 MPH.
MP 110.4, G.F. Switch and D L. Switch		25 MPH.
Northwood Spur – MP 82.3		5 MPH.
D.L. Switch to Surrey	79 MPH.	50 MPH.
Emerado Air Base Spur		10 MPH.
Trains handling missiles		5 MPH.
MP 18.8 to MP 19.1	70 MPH.	
MP 22.0 to MP 22.3	75 MPH.	
MP 23.7 to MP 27.1	65 MPH.	
MP 27.1 to MP 69.0	70 MPH.	
MP 69.0 to MP 76.0	65 MPH.	
MP 76.0 to MP 84.4	70 MPH.	
MP 84.4 to MP 85.8	30 MPH.	30 MPH.

DPS CITY CLERK

MINOT DIVISION

Surrey Subdiv
MAIN LINE
STATIONS

Length of Siding in Feet	Station Nos	Line Segment	Mile Post Location	Trk	Rule 4.3	Oper	Distance from Devils Lake
	05383	33	85.3		DEVILS LAKE BJTXY	TWC ABS	0.0
					18.8		
8,611	05402		104.2		CHURCHS FERRY JT		18.9
					11.5		
8,214	05414		115.7		LEEDS		30.4
					6.2		
4,840	05420		121.9		YORK JT		36.6
					5.9		
	05428		127.8		KNOX		42.5
					5.6		
	05432		133.4		PLEASANT LAKE		48.1
					8.0		
8,288	05441		142.4		RUGBY JT		57.1
					5.2		
3,566	05446		147.6		TUNBRIDGE		62.3
					13.7		
8,882	05460		161.3		TOWNER JT		76.0
					19.7		
3,574	05481		182.0		GRANVILLE JT		95.7
					6.9		
3,821	05487		188.9		NORWICH		102.6
					7.4		
	05495		196.3		SURREY JX	CTC	110.0

WESTWARD ↑ ↓ EASTWARD

1.Maximum Speeds Permitted–

	Passenger	Freight
Devils Lake to Surrey	79 MPH.	50 MPH.
MP 76.0 to MP 84.4	70 MPH.	
MP 84.4 to MP 85.8	30 MPH.	30 MPH.
MP 85.8 to MP 87.2	60 MPH.	40 MPH.
MP 89.5 Soo Line crossing	50 MPH.	50 MPH.
MP 105.2 to MP 105.5	70 MPH.	
MP 114.0 to MP 147.0	50 MPH.	40 MPH.
MP 147.0 to MP 163.4	60 MPH.	40 MPH.
MP 163.4 to MP 167.0	50 MPH.	40 MPH.
MP 167.0 to MP 198.0	60 MPH.	40 MPH.
All sidings		10 MPH.
Surrey through No. 20 turnouts	35 MPH	35 MPH.

MINOT DIVISION

New Rockford Subdiv
MAIN LINE
STATIONS

Length of Siding in Feet	Station Nos	Line Segment	Mile Post Location	Trk	Rule 4.3	Oper	Distance from New Rockford
	05495	33	226.0		SURREY J		101.9
					2.3		
	00911		197.9		GAVIN YARD BJKT		104.2
					1.8		
	00913		199.7		J D SWITCH X(2)		106.0
					3.5		
			203.2	2MT			
	00917		0.0		MINOT KX		109.5

WESTWARD ↑ ↓ EASTWARD

1.Maximum Speeds Permitted–

	Passenger	Freight
Head end restriction MP 124.0 to MP 124.7		50 MPH.
Surrey through turnouts	35 MPH.	35 MPH.
Between Surrey and J. D. Switch MP 225.5 to MP 199.7	60 MPH.	50 MPH.
Between J. D. Switch and Minot MP 199.7 to MP 200.9 on Main 2	60 MPH.	50 MPH.
Between J. D. Switch and Minot MP 200.9 to MP 202.2 on Main 2	60 MPH.	35 MPH.
Between J. D. Switch and Minot MP 202.2 on Main 2	35 MPH	35 MPH.

DMS CITY CLERK

MINOT DIVISION

Glasgow Subdiv
MAIN LINE
STATIONS

WESTWARD	Length of Siding in Feet	Station Nos	Line Segment	Mile Post Location	Trk	Station	Rule 4.3	Oper	Distance from Minot	EASTWARD
		00917		0.0	2MT	MINOT	BKX		0.0	
						0.8				
				0.8		SOO TOWER	LIX(2)		0.8	
						4.2				
				4.7		W L SWITCH			4.7	
						0.7				
				5.0	2MT	GASSMAN SWITCH			5.4	
						8.5				
		00930		13.9		DES LACS			13.9	
						8.8				
9,880		00939		22.7		BERTHOLD	J		22.7	
						16.5				
9,090		00956		39.4		BLAISDELL			39.2	
						14.6				
N12,667										
59,663		00970		54.3		STANLEY	JT		54.0	
						7.3				
9,264		00978		61.5		ROSS			61.3	
						12.0				
8,708		00990		73.5		WHITE EARTH			73.3	
						7.9		CTC		
		00998	35	81.8		TIOGA			81.2	
						5.5				
12,448		01003		87.4		TEMPLE			86.7	
						11.6				
8,665		01015		99.0		WHEELOCK			98.3	
						5.0				
		01020		104.5	DT	EPPING		TWC Rule 9.14 ABS	103.3	
						17.1				
		01036		121.1		WILLISTON	BKTX(2)		120.4	
						12.0				
16,021		01049		133.2		TRENTON			132.4	
						13.9				
12,287		01063		147.2		SNOWDEN	JT		146.3	
						12.0				
8,552		01076		159.2		BARNVILLE	J		158.3	
						14.3				
8,437		01089		173.6		CULBERTSON			172.6	
						5.5				
8,430		01095		179.1		BLAIR			178.1	
						13.7				
12,990		01106		192.8		BROCKTON			191.8	
						14.0				
8,422		01122		206.8		POPLAR			205.8	
						15.4				
8,424		01138		222.1		MACON			221.2	
						5.9				
14,026		01144		227.3		WOLF POINT			227.0	
						11.3				
8,422		01156		239.2		OSWEGO			238.3	
						12.4				
8,496		01167		251.8		KINTYRE			250.7	
						11.4				
8,431		01179		263.2		NASHUA			262.1	
						14.6				
11,700		01192		277.8		GLASGOW	BK	CTC	276.8	

1. Maximum Speed Permitted –

	Passenger	Freight
Minot and Glasgow	79 MPH.	60 MPH.
Against the current of traffic on double track	59 MPH.	49 MPH.
MP 0.0 to MP 1.2	35 MPH.	35 MPH.
MP 1.2 to MP 4.7	60 MPH.	55 MPH.
MP 4.7 to MP 5.2, Gassman Bridge	40 MPH.	40 MPH.
MP 5.2 to MP 11.2	60 MPH.	55 MPH.
MP 69.3 to MP 72.4	70 MPH.	
MP 72.4 to MP 81.8	65 MPH.	
MP 81.8 to MP 81.9	50 MPH.	50 MPH.
MP 81.9 to MP 90.1	70 MPH.	
Epping–Through equilateral turnout at end of double track to MP 104.0	50 MPH.	50 MPH.
MP 111.3 to MP 118.3	60 MPH.	
MP 118.3 to MP 119.3	60 MPH.	
MP 119.3 to MP 121.1	55 MPH.	50 MPH.
MP 121.1 to MP 128.7	60 MPH.	55 MPH.
MP 133.3 to MP 133.7	70 MPH.	
MP 176.1 to MP 178.8	70 MPH.	
MP 184.5 to MP 187.4	70 MPH.	
MP 213.1 to MP 213.5	65 MPH.	
MP 272.9 to MP 276.8	65 MPH.	
MP 276.8 to MP 277.3	55 MPH.	50 MPH.
MP 277.3 to MP 279.8	65 MPH.	
Trains departing sidings on a proceed signal indication may increase speed to 35 MPH after engine has passed signal including end of two main through turnout track Des Lacs	35 MPH.	35 MPH.
End of Two Main track through turnout Gassman Bridge	35 MPH.	35 MPH.
Stanley South siding	10 MPH.	10 MPH.

CITY CLERK

MONTANA DIVISION

Milk River Subdiv
MAIN LINE
STATIONS

WESTWARD	Length of Siding in Feet	Station Nos.	Line Segment	Mile Post Location	Trk	Rule 4.3		Oper	Distance from Glasgow	EASTWARD
	11,700	01192		277.5		GLASGOW	BK		0.0	
						11.8				
	8,321	01205		289.4		TAMPICO			11.8	
						14.1				
	13,259	01219		303.5		HINSDALE			26.0	
						12.7				
	10,107	01232		316.2		SACO			38.7	
						14.4				
	8,106	01245		330.6		BOWDOIN			53.1	
						12.7				
	9,520	01259		343.3		MALTA			65.8	
						9.5				
	10,758	01268	35	352.8		WAGNER		CTC	75.3	
						7.9				
	7,417	01278		360.7		DODSON			83.2	
						15.2				
	8,828	01291		375.9		SAVOY			98.4	
						11.8				
	7,564	01303		387.7		HARLEM			110.2	
						11.8				
	10,217	01315		399.6		ZURICH			122.1	
						9.2				
	7,390	01324		408.8		CHINOOK			131.3	
						8.0				
	10,003	01332		416.8		LOHMAN			139.3	
						10.8				
				427.4		HAVRE EAST			149.9	
						1.9				
	9331			429.3		HAVRE CENTER	X(2)		151.8	
						1.1				
		01345		430.4		HAVRE	BKTY		152.9	
						1.5				
				431.9		HAVRE WEST	X(2)		154.4	
		01350		434.0 964.8		PACIFIC JCT	J			

1. **Maximum Speed Permitted –**

	Passenger	Freight
Glasgow and Havre	79 MPH.	60 MPH.
MP 277.5 to MP 278.8	65 MPH.	
MP 278.8 to MP 277.3	55 MPH.	50 MPH.
MP 277.3 to MP 279.6	65 MPH.	
MP 296.3 to MP 300.7	60 MPH.	55 MPH.
MP 311.8 to MP 312.1	65 MPH.	
MP 428.0 to MP 429.3	55 MPH.	50 MPH.
MP 429.3 to MP 430.4	20 MPH.	20 MPH.
Trains entering turnouts of controlled sidings	20 MPH.	20 MPH.

Trains departing sidings on a proceed signal indication may increase speed to 35 MPH after engine has passed signal.

BNSF CITY CLERK

MONTANA DIVISION

HI Line Subdiv
MAIN LINE
STATIONS

Westbound	Length of Siding in Feet	Station Nos.	Line Segment	Mile Post Location	Trk	Rule 4.3	Oper	Distance from Havre	Eastbound
		01350		964.8	2MT	PACIFIC JCT J		4.4	
						5.7			
	8,431	01356		970.8		BURNHAM		8.7	
						8.6			
	8,574	01365		980.1		KREMLIN		19.3	
						10.1			
	8,577	01375		990.7		GILDFORD		29.4	
						11.9			
	8,679	01387		1002.7		RUDYARD		41.3	
						13.0			
	8,671	01400		1015.8		BUELOW		54.3	
						7.1			
	8,652	01407		1022.9		CHESTER		61.4	
						13.1			
	8,585	01420		1035.8		LOTHAIR		74.5	
						12.0			
	8,556	01432		1047.6		DEVON		86.5	
						8.6			
	8,062	01441		1056.3		DUNKIRK		95.1	
						9.5			
		01451		1065.4		SHELBY BJXTX		104.6	
						2.7			
				1068.4	2MT	TETON X(2)		107.3	
						21.5			
		01476		1090.1		CUT BANK BIXI(2)		128.8	
						16.4			
		01491		1106.5	2MT	PIEGAN X(2)		145.2	
						9.7			
		01501		1116.2		BLACKFOOT T		154.9	
						7.3			
	12,183	01508		1123.6		BROWNING	CTC	162.2	
						7.9			
		01517		1131.6		SPOTTED ROBE		170.1	
						4.3			
				1136.1	2MT	GRIZZLEY		174.4	
						2.0			
	4,631	01522		1138.1		GLACIER PARK		176.4	
						5.3			
	9,538	01525	36	1144.0		BISON		181.7	
						8.3			
		01534		1149.6		SUMMIT		188.0	
						2.4			
				1152.2		MARIAS TX(2)		190.4	
						4.8			
		01540		1157.6	2MT	BLACKTAIL X		195.0	
						7.3			
		01548		1165.2		JAVA EAST		202.3	
						0.9			
				1168.1		JAVA WEST		203.2	
						4.1			
		01552		1170.2	2MT	ESSEX TX(2)		207.3	
						3.0			
		01558		1173.2		PINNACLE		210.3	
						4.3			
				1177.6		PAOLA		214.6	
						7.5			
		01568		1185.2	2MT	RED EAGLE TX		222.1	
						2.9			
				1188.0		NYACK		225.0	
						7.7			
	10,232	01576		1196.1		BELTON		232.7	
						7.8			
	11,157	01588		1204.9		COLUMA		240.8	
						4.4			
		01590		1208.7		CONKELLEY		245.0	
						2.9			
	W4,015	01593		1211.6		COLUMBIA FALLS TX(2)Y	Rule 9.14	247.9	
						5.9			
		01601		1217.5	DT	WHITEFISH BITX(2)Y	ABS	253.8	
							TWC		

BNSF
APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

Hav. .d Conkelley	79 MPH.	60 MPH.
MP 430.4 to MP 431.0	20 MPH.	20 MPH.
MP 431.0 to MP 987.2	55 MPH.	60 MPH.
MP 992.6 to MP 993.3	70 MPH.	
MP 1040.3 to MP 1046.1	70 MPH.	
MP 1062.6 to MP 1065.3	70 MPH.	
MP 1065.3 to MP 1068.7	65 MPH.	45 MPH.
MP 1068.7 to MP 1075.1	55 MPH.	50 MPH.
MP 1080.1 to MP 1082.4	70 MPH.	
MP 1082.4 to MP 1083.1	60 MPH.	55 MPH.
MP 1083.1 to MP 1087.9	70 MPH.	
MP 1087.9 to MP 1095.0	50 MPH.	45 MPH.
MP 1111.4 to MP 1112.7	55 MPH.	50 MPH.
MP 1117.2 to MP 1122.4	70 MPH.	
MP 1122.4 to MP 1126.9	55 MPH.	50 MPH.
MP 1126.9 to MP 1135.1	65 MPH.	60 MPH.
MP 1135.1 to MP 1138.4	45 MPH.	40 MPH.
MP 1138.4 to MP 1140.7	35 MPH.	30 MPH.
MP 1140.7 to MP 1145.7	50 MPH.	45 MPH.
MP 1145.7 to MP 1151.4	40 MPH.	35 MPH.
MP 1151.4 to MP 1168.5	30 MPH.	25 MPH.
MP 1168.5 to MP 1169.1	35 MPH.	30 MPH.
MP 1169.1 to MP 1173.7	45 MPH.	40 MPH.
MP 1173.7 to MP 1180.7	50 MPH.	40 MPH.
MP 1180.7 to MP 1184.2	40 MPH.	35 MPH.
MP 1184.2 to MP 1187.9	60 MPH.	45 MPH.
MP 1187.9 to MP 1190.2	50 MPH.	45 MPH.
MP 1190.2 to MP 1195.9	45 MPH.	40 MPH.
MP 1195.9 to MP 1204.4	60 MPH.	50 MPH.
MP 1204.4 to MP 1207.3	55 MPH	50 MPH.
MP 1207.3 to MP 1208.9	40 MPH.	35 MPH.
MP 1208.9 to MP 1210.8	70 MPH.	
MP 1210.8 to MP 1212.9	70 MPH.	45 MPH.
MP 1212.9 to MP 1217.8	70 MPH.	
MP 1217.8 to MP 1220.1	35 MPH.	35 MPH.
Conkelley and Whitefish, against the current of traffic	59 MPH.	49 MPH.
Whitefish West trains or engines through turnout end of double track	35 MPH.	35 MPH.
Whitefish through crossovers east of yard MP 1217.5 to MP 1217.7	35 MPH.	35 MPH.
Trains or engines through No. 20 turnouts at following locations:	**Passenger**	**Freight**
End of two main tracks Pacific Jct	35 MPH.	35 MPH.
End of two main tracks at Shelby	35 MPH.	35 MPH.
Through crossovers at Teton	35 MPH.	35 MPH.
Through crossovers Cut Bank	35 MPH.	35 MPH.
End of two main tracks Cut Bank	35 MPH.	35 MPH.
Through crossovers at Piegan	35 MPH.	35 MPH.
End of two main tracks at Blackfoot	35 MPH.	35 MPH.
End of two main tracks at Spotted Robe	35 MPH.	35 MPH.
End of two main tracks at Grizzley	35 MPH.	35 MPH.
End of two main tracks at Summit	35 MPH.	35 MPH.
Through crossovers at Essex	35 MPH.	35 MPH.
End of two main tracks at Pinnacle	35 MPH.	35 MPH.
End of two main tracks Paola	35 MPH.	35 MPH.
Through crossover at Red Eagle	35 MPH.	35 MPH.
End of double track at Conkelley	35 MPH.	35 MPH.
Through crossovers at Marias	30 MPH.	25 MPH.
End of two main tracks Java East and Java West	30 MPH.	25 MPH.
End of two main tracks at Nyack	45 MPH.	45 MPH.
Whitefish–West trains or engines through end of double track	35 MPH.	35 MPH.
Trains departing sidings on proceed indication, except Glacier Park, may increase speed to 35 MPH after engine has passed signal.		
Trains entering turnouts of controlled sidings	20 MPH.	20 MPH.
Havre on "A" track		20 MPH.

CLERK CITY

MONTANA DIVISION

Kootenai River Subdiv
MAIN LINE
STATIONS

Length of Siding in Feet	Station No.	Line Segment	Mile Post Location	Trk	Rule 4.3	Oper	Distance from Whitefish
	01601		1217.5		WHITEFISH BITX(Z)Y	ABS	0.0
					7.0		
7,060	01607		1224.6		VISTA		7.0
					6.4		
8,325	01613		1231.1		JUPITER		13.4
					11.2		
9,711	01624		1243.3		RADNOR		24.6
					7.1		
	01631		1249.3		STRYKER JT		31.7
					3.4		
9,722	01636		1252.8		BRIMSTONE		35.1
					10.7		
9,763	01646		1263.5		TWIN MEADOWS		45.8
					9.6		
9,760	01656		1273.2		ROCK CREEK		55.4
					9.0		
9,730	01665		1282.2		WOLF PRAIRIE		64.6
					7.9		
9,742	01672		1290.0		TAMARACK		72.5
					7.9		
9,769	01683		1298.0		FISHER RIVER		80.4
					8.9		
10,799	01692		1306.9		RIVERVIEW		89.3
					7.0		
9,568	01710	36	1312.2		RIPLEY		96.3
					7.2		
10,510	01718		1319.4		LIBBY B		103.5
					11.0		
9,641	01729		1331.3		KOOTENAI FALLS		114.5
					7.2		
14,286	01736		1337.9		TROY T		121.7
					6.7		
6,962	01742		1343.3		YAKT		128.4
					6.8		
8,235	01749		1350.3		LEONIA		135.2
					13.5		
8,394	01763		1364.3		CROSSPORT		148.7
					4.3		
9,742	01767		1368.4		BONNERS FERRY	CTC	153.0
					11.4		
9,577	01778		1379.8		NAPLES		164.4
					7.4		
9,812	01786		1387.4		ELMIRA		1171.8
					6.7		
7,439	01793		1394.1		COLBURN		178.5
					7.2		
10,363			1401.3		BOYER JM		185.7
					2.0		
	01796		1403.3		SANDPOINT JCT J		187.7

WESTWARD

EASTWARD

1. **Maximum Speeds Permitted–**

	Passenger	Freight
Whitefish and Sandpoint Jct		
MP 1217.5 to MP 1220.1	79 MPH.	60 MPH.
MP 1220.1 to MP 1227.2	35 MPH.	35 MPH.
MP 1227.2 to MP 1230.8	55 MPH	50 MPH.
MP 1230.8 to MP 1239.9	60 MPH.	55 MPH.
MP 1239.9 to MP 1242.5	65 MPH.	
MP 1246.5 to MP 1250.8	60 MPH.	55 MPH.
MP 1264.6 to MP 1272.1	70 MPH.	
MP 1279.5 to MP 1279.9	50 MPH.	50 MPH.
MP 1285.3 to MP 1285.9	75 MPH.	
MP 1296.6 to MP 1301.1	75 MPH.	
MP 1305.2 to MP 1324.8	75 MPH.	
MP 1324.8 to MP 1329.6	60 MPH.	55 MPH.
MP 1329.6 to MP 1333.5	55 MPH.	50 MPH.
MP 1333.5 to MP 1336.0	45 MPH.	40 MPH.
MP 1336.0 to MP 1339.8	50 MPH.	45 MPH.
MP 1339.8 to MP 1344.1	60 MPH.	55 MPH.
MP 1344.1 to MP 1363.2	45 MPH.	40 MPH.
MP 1363.2 to MP 1366.8	35 MPH.	30 MPH.
MP 1366.8 to MP 1371.3	60 MPH.	55 MPH.
MP 1371.3 to MP 1376.5	50 MPH.	45 MPH.
MP 1376.5 to MP 1382.2	45 MPH.	40 MPH.
MP 1382.2 to MP 1384.2	70 MPH.	
MP 1401.2 to MP 1403.3	50 MPH.	45 MPH.
The following head end restrictions are in effect:	35 MPH.	35 MPH.
Head end of Westward Trains:		
MP 1337.0 to MP 1337.5	60 MPH.	55 MPH.
Head end Eastward trains signal 1265.8 Flathead tunnel with other than a clear aspect		35 MPH.
Trains departing sidings on a proceed signal indication may increase speed to 35 MPH after engine has passed signal.		
Trains entering turnouts of controlled sidings	20 MPH.	20 MPH.

BNSF CORP. CLERK

SPOKANE DIVISION

Pend Oreille Subdiv
MAIN LINE
STATIONS

Length of Siding in Feet	Station Nos	Line Segment	Mile Post Location	Trk	Rule 4.3	Oper	Distance from Sandpoint Jct
			1403.3		BANDPOINT JCT J		
	01798		2.9				0.0
					0.1		
	01803		3.0		SANDPOINT B		0.1
					7.2		
	01810		10.1	2MT	ALGOMA		7.3
					6.7		
10,792	01817		17.8		COCOLALLA		14.0
					12.8		
13,287	01830		31.5		ATHOL		28.8
					7.3	CTC	
10,661	01837		37.7		RAMSEY		33.9
					5.7		
9,146	01843	45	43.5		RATHDRUM		39.6
					1.4		
	01845		47.0		HAUSER		41.0
					5.6		
	01850		51.5		HAUSER JCT J		46.6
					5.8		
10,093	01855		57.8		OTIS ORCHARDS		52.4
					5.9		
	01861		63.3	2MT	IRVIN		58.3
					3.3		
	01865		66.6		PARKWATER XY		61.6
					1.5		
	01868		68.1		YARDLEY BKITX(2)Y		63.1
					1.6		
			69.7	DT	NAPA ST UX(2)Y		64.7
					1.9	ABS	
			71.5				
	01870	48	0.0		SPOKANE BKXY		66.6
					1.0		
	01877		1.1		SUNSET JCT JX(2)Y		67.6
					0.8		
	01878	37	1481.6		LATAH JCT J		68.4
					1.4		

1. **Maximum Speed Permitted –**

	Passenger	Freight
Sandpoint Jct to Lakeside Jct	**79 MPH.**	**60 MPH.**
MP 2.9 to MP 5.0	35 MPH.	35 MPH.
MP 5.0 to MP 7.5	50 MPH.	45 MPH.
MP 7.5 to MP 14.2 (MT 1)	60 MPH.	50 MPH.
MP 7.5 to MP 14.2 (MT 2)	70 MPH.	
MP 14.6 to MP 16.6	40 MPH.	40 MPH.
MP 19.3 to MP 19.6	75 MPH.	
MP 21.6 to MP 22.0	70 MPH.	
MP 33.0 to MP 33.5	70 MPH.	
MP 44.4 to MP 44.5	60 MPH.	
MP 65.9 to MP 68.2	35 MPH.	35 MPH.
MP 68.2 to MP 1.0	25 MPH.	25 MPH.
MP 1481.0 to MP 374.8	30 MPH.	30 MPH.
MP 374.8 to MP 368.8	60 MPH.	
MP 368.8 to MP 365.8	55 MPH.	55 MPH.

On sidings and/or through dual control turnouts at following locations:

Cocolalla	25 MPH.	25 MPH.
Athol	30 MPH.	30 MPH.
Ramsey Rathdrum		
Otis Orchards Overlook	35 MPH.	35 MPH.
Through dual control turnouts Algoma (East and West), Sunset Jct, Latah Jct, UP Jct, Lakeside Jct	35 MPH.	35 MPH.
Hauser–through Dual control turnouts	20 MPH.	20 MPH.
Hauser East and West yard loads and Scale track	20 MPH.	20 MPH
Irvin and Parkwater through dual control turnouts and on Main Track 1	35 MPH.	35 MPH.
Parkwater– through dual control turnout from Eastward Main Track to Main Track 2	35 MPH.	35 MPH.
Napa Street–Through crossovers and Dual Control switches	10 MPH.	10 MPH.
Through crossover Scribner to Marshall	25 MPH.	25 MPH.

CITY CLERK

SPOKANE DIVISION

Columbia River Subdiv
MAIN LINE
STATIONS

WESTWARD	Length of Siding in Feet	Station Nos.	Line Segment	Mile Post Location	Trk	Stations	Rule 4.3	Oper	Distance from Latah Jct	EASTWARD
		01878		1481.6		LATAH JCT	J		0.0	
						7.8				
7,442	01883			1489.8		LYONS		CTC	7.8	
						9.5				
8,030	01893			1499.3		ESPANOLA			17.3	
						12.2				
7,532	01905			1510.8		EDWALL			29.5	
						9.1				
	01914			1520.2		BLUESTEM			38.6	
						7.5				
	01922			1527.7	DT	HARRINGTON	X	ABS	46.1	
						15.1		TWC		
	01937			1542.9		LAMONA			61.2	
						10.2				
9,232	01947			1553.2		ODESSA			71.4	
						12.5				
9,552	01959		37	1565.6		GIBSON			83.9	
						10.4				
9,794	01970			1577.0		WILSON CREEK			94.3	
						13.1				
10,794	01983			1588.6		ADRIAN			107.4	
						10.0				
	01993			1599.3		EPHRATA			117.4	
						5.1				
10,360	01998			1603.8		NAYLOR		CTC	122.5	
						11.2				
10,398	02009			1615.5		QUINCY			133.7	
						10.8				
7,856	02020			1628.8		TRINIDAD			144.5	
						9.3				
8,154	02030			1635.0		COLUMBIA RIVER			153.8	
						5.8				
	02035			1640.1		ROCK ISLAND			159.4	
						3.3				
5,000	02038			1643.3		MALAGA			162.7	
						6.9				
	02044			1650.2		WENATCHEE	BJKY	ABS	169.8	

1. Maximum Speed Permitted--

	Passenger	Freight
Latah Jct to Wenatchee	79 MPH.	60 MPH.
Lamona to Bluestem against current of traffic	49 MPH.	40 MPH.
MP 1481.6 to MP 1483.3	30 MPH.	30 MPH.
MP 1483.3 to MP 1488.6	55 MPH.	45 MPH.
MP 1488.6 to MP 1489.2	40 MPH.	35 MPH.
MP 1489.2 to MP 1490.4	70 MPH.	50 MPH.
MP 1494.8 to MP 1498.0	65 MPH.	
MP 1508.8 to MP 1513.7	65 MPH.	
MP 1513.7 to MP 1516.8	55 MPH.	50 MPH.
MP 1516.8 to MP 1520.5	50 MPH.	50 MPH.
MP 1520.5 to MP 1522.7	45 MPH.	40 MPH.
MP 1522.7 to MP 1526.7	60 MPH.	50 MPH.
MP 1526.7 to MP 1529.0	50 MPH.	45 MPH.
MP 1529.0 to MP 1541.8	60 MPH.	50 MPH.
MP 1547.7 to MP 1555.2	65 MPH.	
MP 1555.2 to MP 1559.0	50 MPH.	45 MPH.
MP 1559.0 to MP 1570.9	70 MPH.	
MP 1570.9 to MP 1571.8	55 MPH.	50 MPH.
MP 1571.8 to MP 1571.9	25 MPH.	25 MPH.
MP 1571.9 to MP 1579.2	55 MPH.	50 MPH.
MP 1579.2 to MP 1587.4	70 MPH.	
MP 1587.4 to MP 1589.2	55 MPH.	50 MPH.
MP 1589.2 to MP 1598.2	70 MPH.	
MP 1598.2 to MP 1602.8	65 MPH.	
MP 1614.5 to MP 1615.1	65 MPH.	
MP 1615.1 to MP 1618.4	60 MPH.	
MP 1618.4 to MP 1620.0	65 MPH.	
MP 1620.0 to MP 1622.5	45 MPH.	40 MPH.
MP 1622.5 to MP 1624.2	25 MPH.	25 MPH.
MP 1624.2 to MP 1629.4	50 MPH.	45 MPH.
MP 1629.4 to MP 1640.8	60 MPH.	50 MPH.
MP 1640.8 to MP 1642.6	30 MPH.	25 MPH.
MP 1642.6 to MP 1646.5	65 MPH.	50 MPH.
MP 1646.5 to MP 1649.6	45 MPH.	40 MPH.
MP 1649.6 to MP 1650.2	35 MPH.	35 MPH.
On sidings and/or through dual control turnouts at following locations:		
Lyons, Espanola, Edwall, Odessa, Gibson, Wilson Creek, Adrian, Naylor, Quincy, Trinidad, Columbia River, Malaga	30 MPH.	25 MPH.
End of double track Lamona and Bluestem	35 MPH.	35 MPH.

CITY CLERK

SPOKANE DIVISION

Lakeside Subdiv
MAIN LINE
STATIONS

WESTWARD	Length of Siding in Feet	Station Nos	Line Segment	Mile Post Location	Trk	Stations	Rule 4.3	Oper	Distance from Sunset Jct	EASTWARD
		01877		1.1		SUNSET JCT	J		0.0	
						1.6				
	12,641	63002		2.8		EMPIRE			1.6	
						6.4				
		63007		9.3		MARSHALL	JT		8.0	
						2.6				
		63009		11.8		LAKESIDE JCT	J		10.6	
						4.8				
	5,711	63014		16.6		CHENEY	JT		15.3	
						3.2				
	8,100	63019		19.8		BABB			18.5	
						9.9				
	8,100	63028		29.7		FISHTRAP			28.4	
						12.5				
	8,100	63040		42.4		SPRAGUE			40.9	
						8.9				
	6,277	63048		51.1		KEYSTONE			49.8	
						6.7				
	8,100	63054		57.8		TOKIO			56.5	
						7.1				
	5,658	63062	46	64.9		RITZVILLE			63.6	
						7.6				
	8,100	63072		72.5		PAHA		CTC	71.2	
						9.5				
	8,441	63079		80.5		LIND			80.7	
						5.0				
	8,100	63082		84.9		SAND			85.7	
						3.0				
	5,753	63087		88.6		PROVIDENCE			88.7	
						3.1				
	2,619	63090		92.4		BEATRICE			91.8	
						4.2				
	8,100	63096		97.7		CUNNINGHAM			96.0	
						12.0				
	8,110	63108		109.7		CONNELL	J		108.0	
						4.3				
	8,100	63113		114.0		CACTUS			112.3	
						5.2				
	8,784	63117		118.2		MESA			117.5	
						8.4				
	8,100	63124		126.3		ELTOPIA			125.9	
						9.6				
	8,100	63135		137.0		GLADE			135.8	
						8.8				
		12143		145.8		PASCO	BLIKTY	ABS	144.4	

1. Maximum Speed Permitted–

Sunset Jct to Pasco	Passenger	Freight
MP 1.0 to MP 1.7	79 MPH.	60 MPH.
MP 1.7 to MP 8.4	25 MPH.	25 MPH.
MP 8.4 to MP 11.7	55 MPH	55 MPH.
MP 11.7 to MP 11.9	40 MPH	35 MPH.
MP 11.9 to MP 15.3	35 MPH.	35 MPH.
MP 15.3 to MP 16.8	45 MPH.	35 MPH.
MP 22.5 to MP 26.2	35 MPH	35 MPH.
MP 26.2 to MP 27.5	75 MPH	
MP 27.5 to MP 27.8	70 MPH.	
MP 27.8 to MP 28.4	65 MPH.	
MP 31.9 to MP 40.4	50 MPH.	45 MPH.
MP 40.4 to MP 42.4	75 MPH.	
MP 42.4 to MP 43.9	45 MPH.	45 MPH.
MP 43.9 to MP 44.5	60 MPH.	45 MPH.
MP 44.5 to MP 48.5	40 MPH.	40 MPH.
MP 61.1 to MP 61.3	50 MPH.	45 MPH.
MP 64.4 to MP 65.2	70 MPH	
MP 65.2 to MP 67.0	50 MPH.	40 MPH.
MP 67.0 to MP 68.1	75 MPH.	
MP 68.1 to MP 69.2	70 MPH.	
MP 69.2 to MP 70.5	65 MPH.	
MP 70.5 to MP 75.5	55 MPH.	55 MPH.
MP 75.5 to MP 77.5	75 MPH.	55 MPH.
MP 77.5 to MP 79.8	70 MPH.	55 MPH.
MP 79.8 to MP 86.6	75 MPH.	55 MPH.
MP 86.6 to MP 90.5	45 MPH.	40 MPH.
MP 90.5 to MP 92.5	35 MPH.	35 MPH.
MP 92.5 to MP 94.9	50 MPH.	45 MPH.
MP 94.9 to MP 96.7	60 MPH.	45 MPH.
MP 96.7 to MP 100.7	40 MPH.	35 MPH.
MP 100.7 to MP 101.3	60 MPH.	
MP 101.3 to MP 108.0	50 MPH.	50 MPH.
MP 108.0 to MP 111.2	35 MPH.	35 MPH.
MP 111.2 to MP 112.9	45 MPH.	45 MPH.
MP 112.9 to MP 114.6	50 MPH.	45 MPH.
MP 114.6 to MP 114.9	60 MPH.	55 MPH.
MP 116.0 to MP 116.4	55 MPH.	55 MPH.
MP 119.0 to MP 121.5	75 MPH.	
MP 125.5 to MP 125.8	75 MPH.	
MP 130.1 to MP 131.3	75 MPH.	
MP 138.3 to MP 138.8	70 MPH.	
MP 138.8 to MP 139.3	65 MPH.	50 MPH.
MP 139.3 to MP 145.5	50 MPH.	50 MPH.
MP 145.5 to MP 145.8	65 MPH.	50 MPH.
On sidings and/or through dual control turnouts at the following locations:	10 MPH.	10 MPH.
Cheney	10 MPH.	10 MPH.
Babb, Fishtrap	25 MPH.	25 MPH.
Lakeside Jct, Sprague, Tokio, Paha, Sand, Cunningham, Connell, Cactus, Eltopia, Glade		
On other sidings	35 MPH.	35 MPH.
Through crossover	12 MPH.	12 MPH.
Marshall to Scribner		
Head end westward trains or engines leaving siding over Clark St. Crossing MP110 Connell	25 MPH.	25 MPH.
	25 MPH.	25 MPH.

BNSF CITY CLERK

PASCO DIVISION

Wishram Subdiv
MAIN LINE
STATIONS

WESTWARD	Length of Siding in Feet	Station Nos.	Line Segments	Mile Post Location	Trk	Rule 4.3 Oper			Distance from Pasco	EASTWARD
		12143	46	231.4		PASCO	BUKTY		0.0	
						1.7				
		12148		229.7		SP&S JCT	UY	ABS	1.7	
						1.1				
	7,932	12147		228.5		HOVER			2.8	
						5.7				
	3,632	12151		223.9		FINLEY			8.5	
						7.3				
	9,352	12159		216.6		YELLEPIT			15.8	
						12.6				
	7,015	12172		203.3		BERRIAN			28.4	
						11.2				
	9,351	12183		192.0		PLYMOUTH			39.6	
						13.6				
	7,052	12195		178.8		PATERSON			53.2	
						9.4				
	8,128	12205	47	170.4		WHITCOMB			62.6	
						11.3				
	7,103	12218		157.7		McCREDIE		CTC	73.9	
						10.9				
	8,458	12228		147.8		ROOSEVELT			84.8	
						12.3				
	7,099	12240		135.9		BATES			97.1	
						10.9				
	8,138	12250		125.0		TOWAL			108.0	
						10.0				
	7,092	12261		113.8		MARYHILL			118.0	
						8.2				
		12269		106.1		WISHRAM	BUKT		126.2	

1. **Maximum Speed Permitted–**

	Passenger	Freight
Pasco to Wishram	79 MPH.	60 MPH.
Pasco Wye Track	10 MPH.	10 MPH.
Over Switch No. 9 from Walla Walla Main to Eastward Freight Main		
MP 231.3 to MP 230.9	10 MPH.	10 MPH.
MP 230.9 to MP 229.1	10 MPH.	10 MPH.
MP 215.1 to MP 211.5	25 MPH.	25 MPH.
MP 187.5 to MP 182.4	60 MPH.	50 MPH.
MP 174.6 to MP 174.3	70 MPH.	60 MPH.
MP 174.2 to MP 154.2	60 MPH.	50 MPH.
MP 150.2 to MP 142.5	70 MPH.	60 MPH.
MP 138.6 to MP 137.7	70 MPH.	60 MPH.
MP 132.9 to MP 131.3	70 MPH.	60 MPH.
MP 121.4 to MP 112.7	70 MPH.	60 MPH.
MP 112.7 to MP 107.7	70 MPH.	60 MPH.
MP 107.7 to MP 106.1	50 MPH.	50 MPH.
On sidings and/or through dual control turnouts at the following locations:	60 MPH.	60 MPH.
Hover		
Except East Dual Control Turnout	25 MPH.	25 MPH.
Roosevelt	12 MPH.	12 MPH.
Yellepit, Berrian, Plymouth, Paterson, Whitcomb, McCredie, Bates, Towal, Maryhill	30 MPH.	30 MPH.
Through dual control turnouts at the following locations: Pasco (MP 230.2), SP&S Jct	35 MPH.	35 MPH.
	25 MPH.	25 MPH.

DOC CITY CLERK

PORTLAND DIVISION

WESTWARD	Length of Siding in Feet	Station Nos.	Line Segment	Mile Post Location	Trk	Fallbridge Subdiv MAIN LINE STATIONS	Rule 4.3	Oper	Distance from Wishram	EASTWARD
		12269		106.1	2MT	WISHRAM BJKTX(2)			0.0	
						2.1				
		12272		103.4		AVERY			2.1	
						9.7				
	9,935	12282		93.3		NORTH DALLES			11.8	
						8.8				
	3,200	12290		83.3		LYLE			20.6	
						9.7				
	11,115	12299		73.6		BINGEN			30.3	
						8.8				
	9,888	12309		65.4		COOKS			40.1	
						12.0				
	11,065	12321		53.9		STEVENSON			52.1	
						11.0				
	9,958	12333		42.8		SKAMANIA			63.1	
						15.4				
	9,910	12347	47	28.9		WASHOUGAL			78.5	
						3.0		CTC		
		12351		24.5		CAMAS			81.5	
						10.4				
		12361		14.5		McLOUGHLIN			91.9	
					2MT	1.6				
		12363		12.1		EAVAN X			83.7	
						2.4				
		12365		9.9		VANCOUVER BUKTXY			96.1	
						1.9				
		12368		8.1		N PORTLAND JCT UXY			98.0	
						1.1				
		12369		7.0		EAST ST JOHNS BJXY			99.1	
						2.7				
		12372		4.3	DT	WILLBRIDGE BUKTXY		ABS	101.8	
						2.3				
		12373		2.0		LAKE YARD KTXY			104.1	
						2.0				
		12375				PORTLAND				
		12374		0.0		(Union Station) BKTXY			106.1	

1. **Maximum Speed Permitted–**

	Passenger	Freight
Wishram to Portland		
MP 106.1 to MP 105.9	70 MPH.	60 MPH.
MP 105.9 to MP 103.0 (MT 1)	60 MPH.	50 MPH.
MP 105.9 to MP 102.4 (MT 2)	60 MPH.	50 MPH.
MP 92.5 to MP 92.1	25 MPH.	25 MPH.
MP 86.5 to MP 83.6	65 MPH.	60 MPH.
MP 83.6 to MP 82.6	60 MPH.	55 MPH.
MP 82.6 to MP 79.2	55 MPH.	50 MPH.
MP 75.9 to MP 75.3	60 MPH.	55 MPH.
MP 75.3 to MP 54.2	45 MPH.	45 MPH.
MP 54.2 to MP 53.6	60 MPH.	55 MPH.
MP 53.6 to MP 45.1	45 MPH.	45 MPH.
MP 45.1 to MP 33.9	60 MPH.	55 MPH.
MP 28.8 to MP 25.6	55 MPH.	50 MPH.
MP 25.6 to MP 24.9	65 MPH.	55 MPH.
MP 24.9 to MP 24.0	55 MPH.	40 MPH.
MP 24.0 to MP 21.7	40 MPH.	40 MPH.
MP 11.5 to MP 10.5	70 MPH.	40 MPH.
MP 10.5 to MP 9.8 (Both MT)	50 MPH.	50 MPH.
MP 9.8 to MP 8.5	10 MPH.	10 MPH.
MP 8.5 to MP 5.5	30 MPH.	30 MPH.
MP 5.5 to MP 5.0	70 MPH.	50 MPH.
	30 MPH.	30 MPH.
MP 5.0 to MP 0.9	35 MPH.	35 MPH.
MP 0.9 to MP 0.0	10 MPH.	10 MPH.
Vancouver Middle Lead Track between 8th Street and Vancouver Center	10 MPH.	10 MPH.
On Willbridge Wye track	15 MPH.	15 MPH.
Portland on PTRR Co. tracks	10 MPH.	10 MPH.
On sidings and/or through dual control turnouts at the following locations:		
Wishram Avery, Stevenson Skamania, McLoughlin Eavan, North Dalles Bingen, Cooks Washougal	25 MPH.	25 MPH.
On other sidings	35 MPH.	35 MPH.
Through turnouts:	10 MPH.	10 MPH.
Vancouver Center		
Vancouver Center to Yard Lead	10 MPH.	10 MPH.
Through dual control turnouts:		
Columbia River Bridge Interlocking to Fallbridge Subdivision	10 MPH.	10 MPH.
Willbridge Interlocking	10 MPH.	10 MPH.
North Portland Interlocking	10 MPH.	10 MPH.

CITY CLERK

Scenic Subdiv
MAIN LINE
STATIONS

WESTWARD	Length of Siding in Feet	Station Ring	Line Segment	Mile Post Location	Trk	Rule 4.3	Oper		EASTWARD Distance from Wenatchee
		02044		1850.2		WENATCHEE	BJKY	ABS	00
						2.7			
				1852.9		OLDS JCT	JY		2.7
						8.3			
8,048	02056			1861.2		CASHMERE			11.0
						11.0			
7,905	02067			1872.2		LEAVENWORTH			22.0
						13.5			
10,978	02081			1885.9		WINTON			35.5
						6.6			
6,729	02087			1892.4		MERRITT	T		42.1
						7.0			
12,323	02094			1899.5		BERNE			49.1
						8.0			
			37	1708.5					
9,259	02103			1719.5		SCENIC			56.1
						12.8			
8,949	02118			1732.3		SKYKOMISH	T		70.8
						7.6			
10,099	02124			1739.5		BARING			78.5
						14.5			
10,244	02139			1755.7		GOLD BAR			93.0
						12.9			
11,988	02152			1768.6		MONROE			105.9
						6.6			
	02159			1775.2		SNOHOMISH JCT EAST	JT	CTC	112.5
						1.0			
	02159			1776.2		SNOHOMISH JCT WEST	JT		113.5
						5.0			
	02163			1781.2		LOWELL			118.5
						1.5			
12,517	02165			1782.7		PA JCT	J		120.0
						1.4			
	02166			1783.9		EVERETT	B		121.4
						0.8			
				1784.7					
	02169			32.1		EVERETT JCT	JX		122.2
					2MT	3.8			
	02172			28.3		MUKILTEO			126.0
						0.5			
				27.8		MP 28			126.5
						1.7			
				27.1		MP 27			128.2
					2MT	8.4			
				17.8		MP 18			136.6
						0.2			
	02182			17.6		EDMONDS			136.8
						1.7			
				15.9		MP 16			138.5
					2MT	8.2			
				7.8		MP 8	Y		146.7
			50			0.8			
				7.1		MP 7	Y		147.3
						0.7			
	02193			6.4		BALLARD	IY		148.0
						0.2			
				6.2	2MT	DRAWBRIDGE 4	IY		148.2
						1.1			
				5.1		23rd STREET	IY		148.3
						0.3			
						INTERBAY			
	02195			4.8		(Balmer Yard)	BIKTY	ABS	148.6
						1.1			
				3.3		GARFIELD STREET	IT		150.7
						2.1			
				1.4		NORTH PORTAL	IKY		152.8
					2MT	1.4			
						SEATTLE	BIKT		
	02200			0.0		(King St. Station)	X(Z)Y		154.2

Everett–Seattle		
MP 16[illegible] to MP 1651.1	35 MPH.	35 MPH.
MP 1651.1 to MP 1658.7	50 MPH.	45 MPH.
MP 1658.7 to MP 1660.9	40 MPH.	40 MPH.
MP 1660.9 to MP 1661.7	40 MPH.	25 MPH.
MP 1661.7 to MP 1669.2	40 MPH.	35 MPH.
MP 1669.2 to MP 1682.7	55 MPH.	45 MPH.
MP 1682.7 to MP 1693.2	50 MPH.	45 MPH.
MP 1693.2 to MP 1721.2	30 MPH.	28 MPH.
MP 1721.2 to MP 1730.0	25 MPH.	20 MPH.
MP 1730.0 to MP 1732.6	30 MPH.	25 MPH.
MP 1732.6 to MP 1734.7	45 MPH.	40 MPH.
MP 1734.7 to MP 1737.4	45 MPH.	45 MPH.
MP 1737.4 to MP 1740.6	50 MPH.	45 MPH.
MP 1740.6 to MP 1746.2	40 MPH.	40 MPH.
MP 1746.2 to MP 1746.4	35 MPH.	35 MPH.
MP 1746.4 to MP 1749.0	40 MPH.	40 MPH.
MP 1749.0 to MP 1751.5	50 MPH.	45 MPH.
MP 1751.5 to MP 1756.7	70 MPH.	50 MPH.
MP 1756.7 to MP 1757.6	50 MPH.	50 MPH.
MP 1757.6 to MP 1760.5	65 MPH	50 MPH.
MP 1760.5 to MP 1763.0	50 MPH	50 MPH.
MP 1763.0 to MP 1768.4	50 MPH.	45 MPH.
MP 1768.4 to MP 1770.7	45 MPH.	45 MPH.
MP 1774.8 to MP 1775.6	60 MPH.	50 MPH.
MP 1778.8 to MP 1780.8	60 MPH.	50 MPH.
MP 1780.8 to MP 1782.4	40 MPH.	40 MPH.
MP 1782.4 to MP 32	25 MPH.	25 MPH.
MP 32 to MP 28.5	55 MPH.	50 MPH.
MP 28.5 to MP 19.0	45 MPH.	45 MPH.
MP 19.0 to MP 15.0	40 MPH.	40 MPH.
MP 15.0 to MP 11.5	50 MPH.	50 MPH.
MP 11.5 to MP 8.7	45 MPH.	45 MPH.
MP 8.7 to MP 6.3	35 MPH.	35 MPH.
MP 6.3 to MP 6.0	20 MPH	20 MPH.
MP 6.0 to MP 3.3	35 MPH.	20 MPH.
MP 3.3 to MP 3.0	20 MPH.	20 MPH.
MP 3.0 to MP 1.8	35 MPH.	20 MPH.
MP 1.8 to MP 0.0	20 MPH.	20 MPH.
Seattle–Over public crossings	20 MPH.	20 MPH.
Seattle– handling Amtrak Superliner bi-level cars while passing umbrella sheds at King St. Station	5 MPH.	5 MPH.
Seattle–Through turnouts at King St. Station	10 MPH.	10 MPH.
Between North Portal and King St. Station, Seattle	20 MPH.	20 MPH.
Ballard–Over Bridge 6.3	20 MPH.	20 MPH
Bridge 6.3 Ballard cars heavier than 268,000 lbs	10 MPH.	10 MPH.
Everett over Pacific Ave	20 MPH.	20 MPH.
MP 29 to MP 27 until engine thru limits	45 MPH.	30 MPH.
Through dual control turnouts at the following locations:		
Snohomish Jct West, Lowell Jct, PA Jct	15 MPH.	15 MPH.
Olds Jct, Cashmere, Leavenworth, Winton, Merritt, Berne, Scenic, Skykomish, Baring, Gold Bar, Monroe, Garfield St., Galer St.	20 MPH.	20 MPH.
Everett Jct	25 MPH.	25 MPH.
MP 5.4	30 MPH.	20 MPH.
MP 18, MP 7, 23rd St.	30 MPH.	30 MPH.
MP 28, MP 27, MP 16, MP 8, Mukilteo, Howarth Park	35 MPH.	35 MPH.

BNSF
APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

DOC CLERK

Seattle Subdiv
MAIN LINE
STATIONS

SOUTHWARD	Length of Siding in Feet	Station Nos.	Line Segment	Mile Post Location	Trk	Rule 4.3	Oper	NORTHWARD Distance from Seattle
		02200				SEATTLE BIK		
		02201		0.0		(King St Station) TX(2)Y		0.0
						3.3		
		02203		3.3		ARGO IX(2)Y		3.3
						4.6		
		16001		7.9		SOUTH SEATTLE BX(2)Y	ABS	7.9
						1.6		
		16004		9.5		BLACK RIVER JXY		9.5
						0.5		
			51	10.0		TUKWILA UXY		10.0
						2.2		
C 5,238		16006		12.2	DT	ORILLIA TX(2)Y		12.2
						4.1		
		16010		16.3		KENT X(2)Y		16.3
						5.2		
		16014		21.5		AUBURN BJKTX(2)Y	ABS TWC	21.5
						7.5		
		16021		29.0		SUMNER Y		29.0
						1.5		
		16022		30.5		MEEKER TXY		30.5
						1.4		
		16023		31.9		PUYALLUP Y		31.9
						6.3		
		16029		38.2		RESERVATION UX(2)Y		38.2
						1.4		
		16031		39.6		TACOMA BKTY		39.6
						1.1		
				0.0	2MT	11th STREET JY	ABS	40.7
						4.5		
		16038		5.1		RUSTON Y		45.2
						1.6		
		16040		6.7		NELSON BENNETT		46.8
						3.3		
		16043		10.0		TITLOW		50.1
						3.2		
		16046		13.5		PIONEER X(2)		53.3
						1.2		
		16048		14.4		WEST TACOMA		54.5
						10.0		
		16057		24.6		NISQUALLY JX(2)		64.5
						3.8		
		16061		28.2		SAINT CLAIR		68.3
						4.0		
				32.2		CENTENNIAL		72.3
						2.7		
		16068		34.9		EAST OLYMPIA J		75.0
						2.6		
				37.5		PLUMB X(2)		77.6
						12.0		
		16084		49.5		WABASH X(2)		89.6
						3.0		
				52.5		CENTRALIA NORTH		92.6
			52			1.5		
(2)8,400		16085		54.0		CENTRALIA BJKTX		94.1
						1.3		
				55.8		CENTRALIA SOUTH X(2)		95.4
						2.4		
		16090		57.7	2MT	CHEHALIS	CTC	97.8
						1.0		
		16091		58.7		CHEHALIS JCT JTX(2)		98.8
						7.5		
				66.2		NAPAVINE SOUTH X(2)		106.3
						10.8		
(2)4,999		16111		77.0		VADER X(2)		117.1
						8.0		
				85.0		MP 85 X(2)		125.1
						8.4		
				93.4		OSTRANDER X(2)		133.5
						2.4		
		16128		95.8		ROCKY POINT		135.9
						1.5		
(1)5,100		16130		97.3		KELSO		137.4
						1.6		
				98.9		KELSO SOUTH X(2)		139.0
						2.2		
(1)9,382		16134		101.1		LONGVIEW JCT BJTX		141.2

1. Maximum Speed Permitted–

	Passenger	Freight
Seattle Longview Jct South	79 MPH.	60 MPH.
Longview Jct South to Vancouver	79 MPH.	60 MPH.
MP 0.0 to MP 2.0	20 MPH.	20 MPH.
MP 2.0 to MP 3.4	40 MPH.	30 MPH.
MP 3.4 to MP 5.3	70 MPH.	50 MPH.
MP 5.3 to MP 5.4	40 MPH.	40 MPH.
MP 5.4 to MP 8.8	70 MPH.	50 MPH.
MP 8.8 to MP 10.7	55 MPH.	45 MPH.
MP 10.7 to MP 15.5	75 MPH.	50 MPH.
MP 15.5 to MP 15.9	75 MPH.	40 MPH.
MP 15.9 to MP 17.2	40 MPH.	40 MPH.
MP 17.2 to MP 20.9	75 MPH.	50 MPH.
MP 20.9 to MP 21.6	40 MPH.	40 MPH.
MP 21.6 to MP 27.4	79 MPH.	50 MPH.
MP 27.4 to MP 28.0	65 MPH.	50 MPH.
MP 28.0 to MP 29.2	65 MPH.	40 MPH.
MP 29.2 to MP 30.5	65 MPH.	50 MPH.
MP 30.5 to MP 31.7	65 MPH.	30 MPH.
MP 31.7 to MP 32.2	40 MPH.	30 MPH.
MP 32.2 to MP 33.4	75 MPH.	30 MPH.
MP 33.4 to MP 34.4	75 MPH.	50 MPH.
MP 34.4 to MP 34.6	45 MPH.	45 MPH.
MP 34.6 to MP 36.4	65 MPH.	50 MPH.
MP 36.4 to MP 37.8	45 MPH.	40 MPH.
MP 37.8 to MP 39.7	30 MPH.	30 MPH.
MP 39.7 to MP 0.0	10 MPH.	10 MPH.
MP 0.0 to MP 2.8	30 MPH.	30 MPH.
MP 2.8 to MP 5.1	50 MPH.	50 MPH.
MP 5.1 to MP 6.5	40 MPH.	40 MPH.
MP 6.5 to MP 9.5	60 MPH.	50 MPH.
MP 9.5 to MP 10.3	35 MPH.	35 MPH.
MP 10.3 to MP 10.8	60 MPH.	50 MPH.
MP 10.8 to MP 13.2	70 MPH.	50 MPH.
MP 13.2 to MP 14.0	60 MPH.	50 MPH.
MP 14.0 to MP 14.3	30 MPH.	30 MPH.
MP 14.3 to MP 15.9	50 MPH.	50 MPH.
MP 15.9 to MP 19.8	60 MPH.	50 MPH.
MP 19.8 to MP 21.9	70 MPH.	50 MPH.
MP 21.9 to MP 23.8	60 MPH.	50 MPH.
MP 23.8 to MP 25.6	55 MPH.	50 MPH.
MP 25.6 to MP 27.3	75 MPH.	50 MPH.
MP 27.3 to MP 28.2	70 MPH.	50 MPH.
MP 28.2 to MP 33.8	79 MPH.	50 MPH.
MP 33.8 to MP 34.2	70 MPH.	50 MPH.
MP 34.2 to MP 36.2	79 MPH.	50 MPH.
MP 36.2 to MP 36.5	70 MPH.	50 MPH.
MP 36.5 to MP 41.4	79 MPH.	50 MPH.
MP 41.4 to MP 41.7	70 MPH.	50 MPH.
MP 41.7 to MP 46.0	79 MPH.	50 MPH.
MP 46.0 to MP 47.7	70 MPH.	50 MPH.
MP 47.7 to MP 48.0	60 MPH.	50 MPH.
MP 48.0 to MP 51.1	79 MPH.	50 MPH.
MP 51.1 to MP 51.4	60 MPH.	50 MPH.
MP 51.4 to MP 53.1	65 MPH.	50 MPH.
MP 53.1 to MP 53.7	65 MPH.	40 MPH.
MP 53.7 to MP 55.2	40 MPH.	40 MPH.
MP 55.2 to MP 57.6	65 MPH.	40 MPH.
MP 57.6 to MP 58.0	50 MPH.	40 MPH.
MP 58.0 to MP 58.1	65 MPH.	40 MPH.
MP 58.1 to MP 58.3	75 MPH.	40 MPH.
MP 58.3 to MP 62.2	79 MPH.	50 MPH.
MP 62.2 to MP 64.5	60 MPH.	50 MPH.

BNSF
APPENDIX I
MAXIMUM PASSENGER TRAIN SPEEDS

BNSF CLERK

PACIFIC DIVISION

Seattle Subdiv (Cont.)
MAIN LINE
STATIONS

SOUTHWARD	Length of Siding in Feet	Station Nos.	Line Segments	Mile Post Location	Trk	Rule 4.3	Oper	Distance from Seattle	NORTHWARD
				102.6	2MT	LONGVIEW JCT S X(2)	CTC	142.7	
						4.8			
	16140		52	107.5		KALAMA X		147.6	
						3.4			
				110.9		MP 111 X(2)		151.0	
						11.1			
	(2)4,700	16155		122.0		RIDGEFIELD		162.1	
						1.6			
				123.6		RIDGEFIELD SOUTH X(2)		163.7	
						9.1			
				132.5		VANCOUVER JCT N X(2)		172.8	
						0.5			
	16166			133.0		RYE JCT		173.3	
						3.1			
	12365			136.6	DT	VANCOUVER BUK TX(2)Y	ABS	176.4	

Seattle–King Street station, through turnouts	10 MPH.	10 MPH.
Seattle–King St. Station Handling Amtrak Superliner bilevel cars while passing umbrella sheds	5 MPH.	5 MPH.
Seattle–Over public crossings	20 MPH.	20 MPH.
Except over Military Road South at MP 5.3 between Argo and South Seattle	40 MPH.	40 MPH.
South Seattle Yard, MP 8 through Center Crossover	5 MPH.	5 MPH.
Black River to Reservation against the current of traffic	59 MPH.	49 MPH.
Olympia– over street crossings	10 MPH.	10 MPH.
Through crossover dual control turnouts and crossover at Reservation	25 MPH.	25 MPH.
Through dual control turnouts at following locations:		
Nisqually to Lakeview Subdivision		
Centralia North — Centralia		
Longview Jct South to Main 1 Siding	15 MPH.	15 MPH.
Black River	20 MPH.	20 MPH.
Nisqually crossover turnouts	25 MPH.	25 MPH.
Pioneer — Plumb		
Wabash — Centralia South		
Chehalis Jct — Napavine South		
Vader — MP 85.0		
Ostrander — Kelso South		
Longview Jct South — MP 111.0		
Ridgefield South — Vancouver Jct No	35 MPH.	35 MPH.
North end Ruston Tunnel South end Nelson– Bennett Tunnel	40 MPH.	40 MPH.
On sidings:		
Centralia, Vader, Kelso, Longview Jct, Ridgefield	10 MPH.	10 MPH.

1. **Maximum Speed Permitted–**

	Passenger	Freight
Seattle to Longview Jct South	79MPH.	60 MPH.
Longview Jct South to Vancouver	79 MPH.	60 MPH.
MP 64.5 to MP 65.1	50 MPH.	50 MPH.
MP 65.1 to MP 69.1	79 MPH.	50 MPH.
MP 69.1 to MP 70.2	60 MPH.	50 MPH.
MP 70.2 to MP 71.7	50 MPH.	50 MPH.
MP 71.7 to MP 72.2	75 MPH.	50 MPH.
MP 72.2 to MP 77.8	79 MPH.	50 MPH.
MP 77.8 to MP 79.5	55 MPH.	50 MPH.
MP 79.5 to MP 81.5	70 MPH.	50 MPH.
MP 81.5 to MP 81.8	60 MPH.	50 MPH.
MP 81.8 to MP 83.2	65 MPH.	50 MPH.
MP 83.2 to MP 85.4	75 MPH.	50 MPH.
MP 85.4 to MP 86.9	70 MPH.	50 MPH.
MP 86.9 to MP 87.5	50 MPH.	50 MPH.
MP 87.5 to MP 89.0	75 MPH.	50 MPH.
MP 89.0 to MP 89.9	60 MPH.	50 MPH.
MP 89.9 to MP 91.0	70 MPH.	50 MPH.
MP 91.0 to MP 91.2	60 MPH.	50 MPH.
MP 91.2 to MP 92.5	70 MPH.	50 MPH.
MP 92.5 to MP 93.7	65 MPH.	50 MPH.
MP 93.7 to MP 95.0	60 MPH.	50 MPH.
MP 95.0 to MP 96.6	45 MPH.	40 MPH.
MP 96.6 to MP 98.0	40 MPH.	40 MPH.
MP 98.0 to MP 102.2	60 MPH.	40 MPH.
MP 102.2 to MP 102.6	75 MPH.	50 MPH.
MP 102.6 to MP 106.6	79 MPH.	60 MPH.
MP 106.6 to MP 107.6	70 MPH.	50 MPH.
MP 107.6 to MP 108.6	70 MPH.	60 MPH.
MP 108.6 to MP 114.1	79 MPH.	60 MPH.
MP 114.1 to MP 114.7	70 MPH.	60 MPH.
MP 114.7 to MP 115.7	79 MPH.	60 MPH.
MP 115.7 to MP 116.6	75 MPH.	60 MPH.
MP 116.6 to MP 118.8	79 MPH.	60 MPH.
MP 118.8 to MP 122.0	70 MPH.	60 MPH.
MP 122.0 to MP 122.3	70 MPH.	50 MPH.
MP 122.3 to MP 122.5	50 MPH.	50 MPH.
MP 122.5 to MP 123.1	50 MPH.	35 MPH.
MP 123.1 to MP 126.7	70 MPH.	60 MPH.
MP 126.7 to MP 131.5	79 MPH.	60 MPH.
MP 131.5 to MP 132.6	70 MPH.	60 MPH.
MP 132.6 to 136.5	35 MPH.	35 MPH.

BNSF

APPENDIX II

AMTRAK PASSENGER TRAIN SCHEDULES

The Amtrak passenger train schedules shall be as set forth in Amtrak's public timetables.

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BNSF

APPENDIX III

CURRENT COSTS AND COST CHANGES

Table 1 lists in summary form the authorized cost elements which comprise the monthly charges to Amtrak from the BNSF under this Agreement. Column 1 lists the reference to the item in Appendix IV where the contractual agreement governing the cost element is found. Column 2 identifies the item descriptively. Column 3 shows the latest Amendment Agreement Change number which affects the cost item. Column 4 shows the current cost, and Column 5 describes the unit of measure for flat-rated items, or indicates that an item is to be compensated on an actual basis. Column 6 shows the method to be used to adjust individual cost items in order to keep the cost provisions at current price levels.

Table 2 defines the different methods for adjusting fixed cost items that are identified in Table 1.

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Appendix III

Table 1

Current Cost Summary

(1) App. IV Item No.	(2) Description	(3) Latest Update Reference	(4) Current Amount	(5) Unit of Cost	(6) Price Level Method
1	Train and Engine Crews	Original	Actual	Actual	Actual
2	Diesel Fuel	Original	Actual	Actual	Actual
3	Fuel Handling	Original	$0.0320	per Gal	C
4	Servicing	Original	$285	per Trip	C
5	Emergency Mechanical Servicing	Original	Actual	Actual	Actual
6	Station Maintenance	Original	Actual	Actual	Actual
7	Station Janitorial at La Junta	Original	$1,288	per Month	E
8	Snow Removal	Original	Actual	Actual	Actual
9	Station Utilities	Original	$18,186	per Month	C
10	Incremental Track Maintenance	Original	$1.00	per TM	D
11	Maintenance of ATS	Original	$16,000	per Month	B
12	Material and Train Supplies	Original	Actual	Actual	Actual
13	Timetable Printing	Original	None	None	None
14	G & A, Accg. and Trans. Suprv.	Original	$81,943	per Month	A
15	Business Expense & Travel	Original	$6,750	per Month	B
	Clearing Wrecks	Original	Actual	Actual	Actual
16	Switching	Original	$300/ $600/ $1,000	per Switch	C
17	Maint. of Solely Related Track	Original	$3,345	per Month	B
18	Dispatching	Original	$19,456	per Month	E
19	Police and Security	Original	$9,624	per Month	E
20	Other Train Costs	Original	$0.261	per TM	B
21	Locomotive Rental	Original	$0.0394	per HPH	C
22	Special Trains	Original	$5.00	per TM	B

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APPENDIX III

Table 2

PRICE LEVEL ADJUSTMENT METHODS

Method A - When the rates of pay, actual fringe benefit costs, labor arbitraries, or allowances change, the amount of fixed payments to BNSF based upon these elements shall be adjusted to reflect such change; provided, however, that Amtrak shall have previously approved all changes affecting only passenger train crews or passenger service personnel of Amtrak or affecting such personnel differently than other personnel of BNSF.

The term "fringe benefits" refers to provisions for vacation pay, holiday pay, health and welfare benefits, railroad retirement, unemployment insurance, supplemental sickness, supplemental annuities, disability insurance, funded pensions and BNSF contributions to the employee 401K plan. Fringe benefits will be computed, where applicable, as a payroll additive to labor elements included in Appendix IV. For the purpose of this Agreement, the fringe benefits to be applied shall be based on the BNSF's published rates which are based upon actual fringe benefits by craft of employee. Fringe benefit rates shall not include supervision, administration, use of tools, or other overheads.

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Method B - Components to be adjusted using this method shall be adjusted semi-annually for price level changes beginning January 1, 1997 based on the relationship of the most recent Quarter's Association of American Railroads (AAR) Quarterly Indices of Chargeout Prices and Wage rates (Table C)-West "Material prices, wage rates and supplements combined (excluding fuel)", to comparable indices of the Quarter six months previous. The adjustment to be made on January 1, 1997 shall be based on the comparison of the Fourth Quarter 1996 index value(the most recent Quarter) to the Second Quarter 1996 (Quarter six months previous).

Method C - This method is the same as Method B except that the index used shall be the "Material prices, wage rates and supplements combined (including fuel)".

Method D. The flat rates in effect upon the effective date of this Agreement for components to be adjusted using this method shall be adjusted semi-annually for price level changes beginning January 1, 1997, based on the relationship of the index value of the most recent quarter's Association of American Railroads (AAR) Cost Index, RCAF (Adjusted)as set forth in Table I,"Rail Cost Adjustment Factor (4Q/92=100)", to the index value of the Second Quarter 1996. The adjustment to be made on January 1, 1997 shall be based on the comparison of the RCAF (Adjusted) index value for the Fourth Quarter 1996 (the most recent quarter) to the RCAF (Adjusted) index value for the Second Quarter 1996 (i.e. 0.769). If the index value of the most recent quarter is

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less than 0.769, then 0.769 shall be used in lieu of the most recent quarter's index value.

Method E - This method is the same as Method B except that the index used shall be the "Wages, Rates and Supplements".

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BNSF

APPENDIX IV

COST DETAIL

Item 1 Train and Engine Crew Wages

For crews engaged in Amtrak passenger service, AMTRAK shall pay BNSF for the **actual avoidable cost** of train and engine crew wages, deadheading, arbitraries, constructive allowances, fringe benefits, meals, lodging, transportation and other required expense actually incurred by BNSF.

Item 2 Diesel Fuel

AMTRAK shall reimburse BNSF the **actual avoidable cost**, as defined herein, of diesel fuel provided by BNSF to AMTRAK locomotives operating in AMTRAK Passenger Service.

The cost of diesel fuel shall be determined based upon the BNSF's actual cost (including applicable taxes) by location and shall be supportable by invoices and metered fuel tickets or computer records for delivery points where meters are located or by proper usage estimates based upon appropriate engineering studies for other points. Metered fuel tickets or computer records shall clearly indicate the fueling point, date, locomotive unit number and the number of gallons supplied.

In determining the actual cost for each location, a weighted average shall be calculated using the cost of the beginning inventory and each delivery.

Item 3 Fuel Handling

AMTRAK shall pay BNSF **$0.0320** per gallon of fuel supplied to AMTRAK trains by BNSF's employees for the cost of handling, transportation, and maintenance of fueling facilities.

Item 4 Servicing

For each trip of a train which is serviced, AMTRAK shall pay BNSF the amount specified below for servicing of AMTRAK trains.

Train No.	Total Per Trip
3	**$285**
4	**$285**

The amounts specified above are derived as follows:

Trains 3 and 4 Albuquerque

Position	Ave. Hours Per Trip	Wages Per Trip	Fringe Benefits	Total Per Trip
Carman	1.5	$23.70	$13.28	$36.98
Laborer	12.19	158.84	89.03	247.87
				$284.85

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Item 5 Emergency Mechanical Servicing

AMTRAK shall pay BNSF for the **actual avoidable cost** of wages, fringe benefits, and other required avoidable expense actually incurred by BNSF in performing emergency mechanical repairs and servicing. Emergency work totaling over $1,000 per incident excluding material, and work in the following listed categories shall be reimbursed on an Authorization Notice basis.

1. Mechanical work due to detours which otherwise would not be necessary.
2. Repairing/inspecting trains account of accidents, clearing wrecks, etc.
3. Rerailing cars and locomotives.
4. Turning trains en route.
5. Rewheeling cars and locomotives.
6. Repairing/inspecting cars and locomotives set out enroute.

Effective January 1, 1998 this item shall be flat rated using the average actual amounts expended during the previous 12 months for mechanical servicing or shall remain as specified above if the parties agree.

Item 6 Station Maintenance

For the performance of maintenance to areas used by Amtrak, AMTRAK shall pay BNSF for the **actual avoidable cost** of wages, fringe benefits, and other required expense actually incurred by BNSF. Maintenance referred to herein includes maintenance to all stations and appurtenances including station platforms, station lighting, and parking lots required in connection with the operation of AMTRAK Rail Passenger service. BNSF will keep all such stations and appurtenances in good working condition to insure the proper performance of such service.

Non-Routine Maintenance to any stations or appurtenances in which the specific work to be performed exceeds $1,000 in cost for a single occurrence will be handled by specific agreement between AMTRAK and BNSF on an Authorization Notice basis.

Item 7 Station Janitorial Service at La Junta

For the performance of Janitorial services at La Junta, AMTRAK shall pay BNSF **$1,288** per month.

Station janitorial services referred to herein includes all cleaning of station ticket offices, waiting areas, baggagerooms, restrooms, concourses, platforms, station track, and surrounding areas used in the operation of AMTRAK rail passenger service.

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Item 8 Snow Removal

AMTRAK shall pay BNSF for the actual avoidable cost of wages, fringe benefits, and other required expense actually incurred by BNSF for removing snow from station platforms and premises used for the operation of AMTRAK rail passenger service.

Effective January 1, 1998 this item shall be flat rated using the average actual amounts expended during the previous 12 months for maintaining the above stations or shall remain as specified above if the parties agree.

Item 9 Station Utilities

AMTRAK shall pay BNSF the amounts per month as detailed below, for utilities supplied to stations used in AMTRAK service. The amount of payment for a station shall be appropriately adjusted when AMTRAK changes its usage of a station, takes over direct payment of utility charges, or when utilities are added or deleted.

Location	Electric	Gas	Water	Trash	Total
Bingen-White/ Salmon, WA	14	54	18	0	86
Browning, MT	30	114	22	0	166
Burlington, IA	244	176	8	0	428
Centralia, WA	353	118	128	0	599
Creston, IA	198	18	6	0	222
Cutbank, MT	29	0	0	0	29
Detroit Lakes, MN	121	124	2	0	247
Devils Lake, ND	264	372	8	0	644
East Olympia, WA	11	0	2	0	13
Edmonds, WA	168	25	0	0	193
Emporia, KS	42	0	0	0	42
Ephrata, WA	35	1	14	0	50
Essex, MT	17	0	0	0	17
Everett, WA	48	24	10	0	82
Fargo, ND	23	0	0	0	23
Ft Madison, IA	296	17	48	0	361
Ft. Morgan, CO	172	64	15	0	251
Garden City, KS	185	64	0	0	249
Glacier Park, MT	40	0	20	0	60
Glasgow, MT	38	86	6	0	130
Hastings, NE	0	0	0	17	17
Havre, MT	116	148	22	0	286
Holdredge, NE	58	3	4	0	65
Hutchinson, KS	225	200	0	0	425
Kingman, AZ	251	69	66	0	386
LaGrange, IL	20	150	6	0	176
LaJunta, CO	305	206	288	13	812
Lamy, NM	198	0	0	0	198
La Plata, MO	123	162	0	0	285
Las Vegas, NM	147	242	0	0	389
Lawrence, KS	227	157	36	39	459
Libby, MT	100	10	2	0	112
Lincoln, NE	202	96	8	0	306
Macomb, Ill	15	0	0	1	16

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Location	Electric	Gas	Water	Trash	Total
Madera, CA	108	0	0	0	108
Malta, MT	36	246	0	0	282
Marceline, MO	125	0	0	0	125
McCook, NE	84	68	2	0	154
McGregor, TX	140	46	27	0	213
Mendota, IL	27	0	0	0	27
Minot, ND	0	0	0	7	7
Merced, CA	285	0	38	0	323
Mt. Pleasant, IA	21	0	0	0	21
Osceola, IA	8	0	0	0	8
Pasco, WA	89	120	61	54	324
Plano, IL	17	0	0	0	17
Princeston, IL	105	0	0	0	105
Quincy, IL	17	0	0	0	17
Raton, NM	112	234	51	0	397
Riverbank, CA	655	0	66	0	721
Rugby, ND	96	47	15	47	205
San Bernardino, CA	312	0	78	27	417
Sandpoint, ID	106	32	2	0	140
Seattle, WA	3,033	5	0	0	3,038
Shelby, MT	76	26	6	0	108
Spokane, WA	877	0	0	0	877
Stanley, ND	130	6	3	1	140
Staples, MN	88	336	2	0	426
St Cloud, MN	267	0	0	20	287
Stockton, CA	0	0	98	34	132
Temple, TX	247	$0	18	$0	265
Topeka, KS	316	121	37	32	506
Trinidad, NM	191	0	0	0	191
Vancouver, WA	15	6	0	12	33
West Quincy, MO	180	90	6	0	276
Williston, ND	52	0	3	0	55
Winslow, AZ	213	0	49	27	289
Wishram, WA	32	56	16	0	104
Wolfpoint, MT	24	0	0	0	24
				Total per Month	$18,186

Within one year of the effective date of this Agreement, Amtrak and BNSF agree to execute a lease (similar in form to the sample lease contained in Appendix VII of this Agreement) with a rental payment of one dollar per year for each BNSF station which is being used exclusively by Amtrak for Intercity Rail Passenger Service.

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Item 10 Incremental Track Maintenance

For the incremental cost of maintaining Rail Lines of BNSF in connection with the operation of AMTRAK passenger service, AMTRAK shall pay BNSF $1.00 per Train Mile operated on Rail Lines.

Item 11 Maintenance of Automatic Train Stop (ATS) Systems

AMTRAK shall pay BNSF $16,000 per month for the cost of maintenance of ATS systems. As ATS is eliminated or as AMTRAK trains are removed from ATS territory, the flat rate in this item shall be reduced based upon the percentage reduction in train miles in ATS territory to the total train miles operated in ATS territory before the reduction.

Item 12 Materials and Train Supplies

AMTRAK shall reimburse BNSF the actual amount paid by BNSF for materials and train supplies used directly in AMTRAK. Authorization Notices are not required for this item.

In addition to the cost of materials and train supplies, AMTRAK shall pay BNSF an amount equal to 10% of the cost of such materials and train supplies supplied by BNSF. Materials handling when used above refers to costs and expenses incurred by BNSF in connection with the purchasing, handling, storing, and distributing of materials, including but not limited to the wages and fringe benefits of personnel in the BNSF's purchasing, stores, and other related departments and their traveling, office, and other business expenses.

Item 13 Timetable Printing

Amtrak will provide card panels, by corridor, to personnel specified by BNSF each time an Amtrak schedule is changed. No printing cost shall be incurred by BNSF.

Item 14 General Administration, Accounting and Transportation Supervision

AMTRAK shall pay BNSF the amounts per month as detailed below for general administration, accounting, and transportation supervision personnel and for their supplies, materials, and other related business expenses:

Position	Wages	Fringes	Total
Director Passenger Train Operations	$7,152	$3,576	$10,728
Manager Passenger Train Operations	4,754	2,337	7,091
Manager Passenger Train Operations	5,543	2,771	8,314
Manager Passenger Train Operations	5,252	2,626	7,878
Manager Passenger Train Operations	5,058	2,529	7,587
Manager Passenger Train Operations	4,849	2,424	7,273
Manager Amtrak Operating Practices	5,423	2.711	8,134
Manager Amtrak Operating Practices	5,000	2,500	7,500
Accountant	4,353	2,176	6,529
Accountant	4,440	2,220	6,660
Accountant	2,833	1,416	4,249
Total Wages and Fringes			81,943
Business Expense, Telephone & Travel			6,750
Total Per Month			$88,693

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Item 15 Clearing Wrecks

AMTRAK shall reimburse BNSF for the **actual avoidable cost** of clearing Amtrak wrecks, including wages, fringe benefits, equipment, materials, supplies, and other expenses at actual cost.

Item 16 Switching

At locations where a switch engine is normally stationed and a crew is on duty, AMTRAK shall pay BNSF **$300** per switch of Amtrak's rail passenger equipment utilizing a BNSF locomotive. At locations where a switch engine is normally stationed and a crew is required to be called to duty, AMTRAK shall pay BNSF **$600** per switch of Amtrak's rail passenger equipment utilizing a BNSF locomotive. At locations where a switch engine and crew is not normally stationed and is required to be brought to that location, AMTRAK shall pay BNSF **$1,000** per switch of Amtrak's rail passenger equipment utilizing a BNSF locomotive. The rates include wages of yard crews, and support forces, including fringe benefits and the use of yard switching engines, maintenance and servicing of yard switching engines, yard switching fuel, supplies and other related expenses. When the situation requires a rate above **$300** BNSF shall notify the person requesting the switch for Amtrak of that fact.

Item 17 Maintenance of Solely Related Track

AMTRAK will pay BNSF the following monthly amounts for maintenance of solely related trackage.

Location	Description	Length (feet)	Amount Per Month
Bakersfield, CA	Car Servicing Track		Actual
Lincoln, NE	Station Track	5,639	600
Pequot, IL	Crossover Track		500
Port Chicago, CA	Crossover Track		302
West Quincy, MO	Tie-Up Track	1,700	181
Seattle, WA	Coach Yard & Station Track	5,861	624
Spokane, WA	Station Track	8,476	902
Tacoma, WA	Station Track	2,221	236
		Monthly Total	**$3,345**

Item 18 Dispatching

AMTRAK shall pay BNSF **$19,456** per month for 2.8 equivalent system dispatchers required for the operation of Amtrak's trains.

Item 19 Police and Security

For coverage on BNSF's entire system, AMTRAK shall pay BNSF **$9,624** per month for police and security service personnel and for material, supplies, and other related business expenses.

Item 20 Other Train Costs

AMTRAK shall pay BNSF **$0.261** per train mile in lieu of all BNSF claims for categories or amounts of incremental system costs not specifically included herein.

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Item 21 Locomotive Rental

AMTRAK and BNSF shall pay each other the following rates for use of the other party's locomotives:

$.0394 per horsepower hour (rate includes fuel, depreciation, interest, taxes, maintenance, hostling and supplies) for the time locomotive is actually operated in the trains of other party.

The using party agrees to return the locomotive to the owning party in as good a condition as when delivered to the using party, ordinary wear and tear excepted.

Charges which are included under Item 16 of this Appendix IV are not to be billed under this Item.

Item 22 Special Trains

Amtrak shall pay BNSF **$5.00** per train mile for each mile a non regularly scheduled Amtrak train is operated on Rail lines. This payment is in lieu of payments otherwise payable in Items 10 and 20 of Appendix IV.

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BNSF

APPENDIX V

PERFORMANCE PAYMENTS AND PENALTIES

Performance payments will be paid for a train at each performance checkpoint where the train attains an on-time performance greater than 80% during a month. Performance penalties will be assessed against the train at performance checkpoints where the on-time performance is less than 70% during a month.

A. Performance Calculation.

Percentage on-time at a checkpoint shown in Table 1 of this Appendix V during a calendar month will be calculated by dividing the number of times the train arrived on-time at the checkpoint by the number of trips operated by the train to the checkpoint during the month. For purposes of this Appendix V, the scheduled arrival time at a checkpoint on the BNSF for a particular train shall be determined by adding the amount of Scheduled Time From Origin for that train shown in Table 1 to the scheduled departure time for such train from the Origin point on the BNSF identified in Table 1. In making this calculation, the following conditions will apply:

1. Except as otherwise provided in this Part A., a trip is considered on-time if the train arrives at a checkpoint on the BNSF on or before the scheduled arrival time for such train, plus any of the following:

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(a) A basic tolerance at each checkpoint as specified in Appendix V, Table 1.

(b) Except for Train No. 27 which shall be governed by V.A.1(f), below, the amount of time a train departs late from the Origin point on the BNSF.

(c) The net amount of time by which the total actual station dwell times in a segment exceed the Allowed Station Dwell Time for the segment as specified in Appendix V., Table 1. Total actual dwell times in a segment shall be the sum of the dwell times at each of the stations within the segment, including the preceding checkpoint station. Time at Spokane for Train No. 8 waiting for a late Train No. 28 shall be excluded to the extent it exceeds the tolerance allowed at Spokane for Train No. 28 earned pursuant to Appendix V.A.1(b) through (j). The amount of time a train arrives early at a station shall be excluded from the actual dwell time pursuant to this Appendix V.A.1(c)

(d) The amount of time by which the sum of the following delays exceeds the Recovery Time Base in a segment as specified in Appendix V., Table 1:

(1) The amount of time a train is delayed due to equipment failure of an Amtrak car or locomotive (excluding delays for equipment defect detectors when no defective condition is found).

(2) The amount of time a train was delayed en route due to joint BNSF/Amtrak Uniform Efficiency Testing.

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(3) The amount of time a train is delayed by the opening of a drawbridge.

(e) The amount of time specified in Appendix V, Table 4 when the number of additional cars shown in that table are operated on a train.

(f) For Train No. 27 at Portland, the amount of time equal to the tolerance allowed at Spokane for Train No 7 earned pursuant to Appendix V.A.1(b)

through (j).

(g) The amount of time, up to 9 minutes, a train is delayed due to conflict with BNSF Train Nos. 199 or 991 between Bakersfield and Port Chicago.

(h) When a train operates with one person in the cab, the amount of time delayed due to the engineer copying track warrants or receiving instructions.

(i) At locations other than station stops, the amount of time expended in setting out a bad order (or picking up a repaired bad order) Amtrak locomotive or car. A car or locomotive will only be set out when it can not be repaired in a reasonable amount of time.

(j) The amount of time lost when a freight locomotive with a maximum speed of 70 mph instead of 79 or 90 mph operates on an Amtrak train because of a failure of an Amtrak locomotive, plus the amount of time required to pick up or set out such freight locomotive en route.

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For purposes of Items (b) through (j) above, any time lost due to causes attributable to the BNSF shall be excluded, and the aggregate amount of tolerances allowed to be carried forward from any checkpoint shall not exceed the amount of time a train was late arriving at such checkpoint.

There will be no other allowable delays or tolerance in determining whether a train is on-time or late, except as provided in Item 2. below.

2. In order to facilitate programmed maintenance of way work, if the parties agree in a specific situation, BNSF may receive up to 30 minutes additional tolerance at a checkpoint in return for a reduction in the incentive rates for the train at that checkpoint. The added tolerance may be purchased in the increments shown below for the corresponding percentage reduction in incentive rates:

Additional Tolerance (Minutes)	Percentage Reduction in Incentive Rates
5	10%
10	20%
15	25%
20	30%
25	40%
30	50%

BNSF will inform Amtrak's Contract Management Department in writing in advance specifying the additional tolerance requested and the period it is to be effective. Upon approval of the request by Amtrak, which approval shall not unreasonably be withheld,

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the percentage reduction in the incentive rates shall be prorated based on the number of days in a month the additional tolerance is effective.

3. Trips Not Counted.

(a) A trip of a train that is annulled or is terminated by Amtrak for reasons not related to conditions on Rail Lines of BNSF, or by another railroad before arriving at a checkpoint on BNSF, will not be counted at such checkpoint as late or as operated in calculating the train's monthly on-time performance.

(b) If, because of conditions (other than maintenance work) on Rail Lines of BNSF, a train is detoured, re-routed, terminated, or annulled, and fails to operate to any checkpoint shown in Table 1 or to any station on the route segment of which such checkpoint is the end point, the train will be considered late at such checkpoint for a trip, regardless of the actual arrival time. If on subsequent trips the train is late, detoured, rerouted, terminated, or annulled for the same condition, these trips will not be counted as late or as operated at such checkpoint for purposes of this Appendix V.

(c) A train that is late into a checkpoint for reasons stated below will not be counted at such checkpoint as late or as operated, provided the train would not otherwise have been late had the occurrence stated below not occurred.

(1) The train has struck a pedestrian or vehicle or is blocked by a vehicle; or

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(2) The train is blocked by fire hoses, emergency vehicles or held by civil authorities.

(3) The train is delayed due to extraordinary weather conditions or natural disasters, such as blizzards, floods, landslides, tornadoes, earthquakes, high winds requiring special precautions, etc., that significantly disrupt operation on Rail Lines of BNSF.

(4) The train is delayed by more than 30 minutes due to acts of vandalism on the Rail Lines of BNSF which require the Amtrak passenger train to stop or be operated at reduced speed for a portion of its trip.

(5) The train is delayed by heat orders reducing the maximum speed of the train to 60 mph as a result of ambient temperatures at or above 95 degrees F, or by cold orders reducing the maximum speed of the train to 60 mph when the temperature is between minus 10 and minus 25 degrees F or to 50 mph when the temperature is less than minus 25 degrees F. Relief will not be granted for delays resulting from a more restrictive policy or from failure of BNSF to remove heat or cold restrictions once temperatures leave the restrictive temperature ranges specified above. BNSF shall carefully monitor temperatures to minimize delays.

(6) The Amtrak train is being operated by a BNSF engineer that the parties have agreed will operate at freight train speeds.

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4. Special Trains and Extra Sections. An extra section of a scheduled train which is requested by AMTRAK shall be counted in the calculation of on-time performance unless otherwise agreed by the parties. Other special trains shall not be eligible to earn incentives on the basis of aggregate on-time performance in the manner provided for regularly scheduled trains, but may earn incentives for individual trips in the manner provided below.

(a) Prior to the operation of a special train, BNSF and AMTRAK shall agree on a schedule for each train. For special trains operated in territory where regularly scheduled AMTRAK trains operate, running times shall be no slower than the currently scheduled AMTRAK trains in the same direction; and reasonable adjustments will be made to account for special stops, omitted stops, consist variations, large volume of passenger loadings or unloadings, or other circumstances not normally encountered by regularly scheduled passenger trains. Schedules of other special trains shall be commensurate with schedules of regularly scheduled trains unless slower operations are requested by AMTRAK.

(b) If a special train arrives at its scheduled final destination on or before its scheduled arrival time, plus a 10 minute tolerance and the amount of time the train departed late from origin on BNSF, AMTRAK will pay BNSF

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$3.82 for each train mile operated by the special train on Rail Lines of BNSF.

(c) Late special trains will not be subject to a penalty.

5. BNSF shall not force a train to depart a station when mechanical work or servicing is required for safe operation or for basic passenger comfort.

6. The scheduled date of origin of each train will be used for determining whether a train is to be included in a particular period for calculation of performance payments and penalties, regardless of whether the train originates on Rail Lines of BNSF or not.

7. BNSF shall perform any servicing of the train that is required for safe operation or for basic passenger comfort.

B. Calculation of Performance Payments.

If the percentage of on-time performance of a train at a checkpoint is 80% or more in a month, the performance payment is calculated as follows:

1. Subtract .800 from the percentage on-time for the checkpoint (expressed in three decimal places);

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2. Multiply the resulting amount by the Checkpoint Performance Rate for the train shown in Table 1; and

3. Multiply that resulting number by the number of trips operated by the train to the checkpoint during the month.

C. Calculation of Performance Penalties.

If the percentage of on-time performance of a train at a checkpoint is less than 70% in a month, the performance penalty for the month is calculated as follows:

1. Subtract the percentage on-time (expressed in three decimal places) for the checkpoint from .700;

2. Multiply the resulting amount by the Checkpoint Performance Rate for the train shown in Table 1; and

3. Multiply that resulting number by the number of trips operated by the train to the checkpoint during the month.

D. Remittance of Performance Payments and Penalties.

Performance payments will be paid to BNSF in accordance with section 5.2 (Billing and Payment). Penalties may be deducted from the amounts otherwise payable to BNSF pursuant to this Agreement or paid separately to Amtrak; provided, however, that penalties shall only apply up to the amount of performance payments earned for all trains at all checkpoints in the preceding twelve-month period.

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E. Revision of Schedule Data

The Scheduled Time From Origin for each train covered by this Appendix V is set forth in Table 1. Such time is based on the consist for the train shown in Table 3, and includes the Dwell Times shown in Table 2. Subject to the provisions of Section 3.2A., BNSF shall promptly implement operation of any train with a revised consist as Amtrak may request. In the event that the consist or type of equipment operated is to be materially changed for a sustained period in a manner which is not specifically contemplated and dealt with in this Appendix V, the parties agree to determine an appropriate new Scheduled Time From Origin for the train using the same methodology used to develop the times currently reflected in Table 1. Scheduled Time From Origin shall also be revised by the parties in the event that the authorized speeds established by federal, state, or local regulation are decreased in a way which is likely to have a significant impact on the operation of a train. Subject to the provisions of Section 3.2A., upon request of Amtrak, station stops or services shall be added, deleted, or modified in connection with the operation of a train as it existed on the effective date of Table 2; provided, however, modification of schedules (including, but not limited to schedules herein and public timetables) for Amtrak trains shall not be made without BNSF's approval, which approval shall not be unreasonably withheld. When changes pursuant to the two preceding sentences require a net change in time of operation (including dwell time) which exceeds 5 minutes, the parties shall adjust the schedules to reflect such differences in operating time (unless such adjustment has previously been effected) at the next Amtrak timetable change. For the purposes of the foregoing

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sentence, upon the request of either party, the parties shall jointly conduct a field test to determine the proper amount of time to be added or deleted as a result of the change in stops; provided, however, that in the event the parties cannot reach agreement concerning such time, the parties specifically agree that operating time shall be reduced or increased by 5 minutes for each regular stop which is eliminated or added to the train operation.

It is agreed that some of the initial schedule data contained in this agreement may require further refinement or may require refinement from time to time to account for changes in the operation of Amtrak trains. Therefore, it is agreed that as studies are performed which produce more accurate data for Scheduled Time From Origin, Recovery Time Base, Allowed Station Dwell and Extra Car Tolerance, the figures in this Appendix V, shall be amended to reflect the results of such studies. The various items shall be agreed upon by Amtrak and BNSF and shall be calculated as follows:

see revised section C

Scheduled Time From Origin shall equal pure running time, plus recovery time, plus allowed station dwell time. Pure running time shall be established by a joint BNSF / Amtrak riding program. Recovery time shall be determined by multiplying the pure running time by 6% to 8%. The exact percentage shall depend on the individual requirements of the segment as determined by the parties when they are developing schedules.

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Allowed Station Dwell Time shall be established by utilizing all available sources of data such as Arrow, conductor delay reports and riding programs.

Recovery Time Base shall equal one half of the recovery time included in the scheduled time in the segment preceding each checkpoint.

Extra Car Tolerance shall be established by using data derived from BNSF's Train Performance Calculator.

Notwithstanding the preceding standards, the parties may shift time between segments by mutual agreement.

F. Price Level Adjustments.

The Trip Performance Rates specified in Table 1 of this Appendix V shall be adjusted annually for price level changes beginning July 1, 1997, based on the relationship of the most recent Second Quarter index (beginning with the Second Quarter 1997) from Association of American Railroads (AAR) Quarterly Indices of Chargeout Prices and Wage rates (Table C)-West "Material prices, wage rates and supplements combined (excluding fuel)", to the prior Second Quarter index value. The index value as of the Second Quarter 1996 is 283.6

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G. Pequot - Joliet Trains

Amtrak trains operating on BNSF between Pequot and Joliet, IL shall not be eligible for incentives or penalties pursuant to the preceding provisions of Appendix V, but shall be paid $50 for each trip of a train operated in 23 minutes or less. Trains making the trip in more than 23 minutes shall not receive this incentive payment, nor shall be assessed a penalty.

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Train No.	Origin	Checkpoints	Scheduled Time From Origin	Recovery Time Base	Basic Tolerance	Allowed Station Dwell	Trip Performance Rate ($)
3	Union Ave.	Kansas City	477	16	10	16	8,602
		La Junta	1057	20	10	54	8,602
		Albuquerque	1520	14	10	16	8,603
		Kingman	2000	15	10	37	8,603
		Redondo Jct.	2429	17	10	21	8,603
4	Redondo Jct.	Kingman	437	14	10	17	8,602
		Albuquerque	944	16	10	17	8,602
		La Junta	1376	14	10	36	8,603
		Kansas City	1983	20	10	35	8,603
		Union Ave.	2412	16	10	40	8,603
5/35	Chicago*	Omaha	541	16	10	29	9,894
		Denver	1114	33	10	46	9,894
6/36	Denver	Omaha	529	16	10	21	9,894
		Chicago*	1096	33	10	54	9,894
7/27	Minneapolis**	Minot	583	17	10	29	8,547
		Havre	1023	21	10	35	8,547
		Spokane	1683	23	10	56	8,547
		Seattle	2195	23	10	45	8,548
		Portland	2180	24	10	53	7,220
28	Portland	Spokane	445	17	10	10	7,220
8	Seattle	Spokane	480	19	10	15	8,547
		Havre	1155	21	10	74	8,547
		Minot	1580	15	10	31	8,547
		Minneapolis**	2195	21	10	53	8,548
11	Seattle	Portland	250	3	5	15	3,553
14	Portland	Seattle	255	6	5	15	3,553
21	Ft. Worth	Temple	155	11	5	3	2,445
22	Temple	Ft. Worth	160	13	5	3	2,445

* Union Avenue
** St Anthony Tower

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BNSF
Appendix V, Table 1
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Train No.	Origin	Checkpoints	Scheduled Time From Origin	Recovery Time Base	Basic Tolerance	Allowed Station Dwell	Trip Performance Rate ($)
35	Barstow	Redondo Jct.	215	11	5	13	2,922
36	Redondo Jct.	Barstow	215	11	5	13	2,922
346	Quincy	Chicago*	259	10	10	16	4,928
347	Chicago*	Quincy	259	10	10	16	4,928
348	Quincy	Chicago*	259	10	10	16	4,928
All	Redondo Jct. With Commerce	Fullerton	32	4	0	3	439
All	Redondo Jct. W/O Commerce	Fullerton	30	4	0	0	439
All	Fullerton Jct. With Commerce	Redondo Jct.	35	4	0	6	439
All	Fullerton Jct. W/O Commerce	Redondo Jct.	33	4	0	3	439
711	Port Chicago	Bakersfield	299	11	5	24	5,272
712	Bakersfield	Port Chicago	309	11	5	24	5,272
713	Port Chicago	Bakersfield	304	11	5	24	5,272
714	Bakersfield	Port Chicago	309	11	5	24	5,272

* Union Avenue

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Time in Minutes

Train No.	Origin	Checkpoints	Scheduled Time From Origin	Recovery Time Base	Basic Tolerance	Allowed Station Dwell	Trip Performance Rate ($)
715	Port Chicago	Bakersfield	309	11	5	24	5,272
716	Bakersfield	Port Chicago	304	11	5	24	5,272
717	Port Chicago	Bakersfield	309	11	5	24	5,272
718	Bakersfield	Port Chicago	299	11	5	24	5,272
750	Portland	Seattle	235	6	5	12	3,553
751	Seattle	Portland	235	6	5	12	3,553
752	Seattle	Portland	235	6	5	12	3,553
753	Portland	Seattle	235	6	5	12	3,553
26	Seattle	Portland	235	4	5	12	3,553
25	Portland	Seattle	235	4	5	12	3,553

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BNSF
Appendix V, Table 2
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Station Dwell Times

Station	3	4
Naperville	3	2
Princeton	2	2
Galesburg	5	5
Fort Madison	3	3
La Plata	2	2
Marceline	1	1
Kansas City	25	25
Argentine	7	8
Lawrence	2	2
Topeka	4	4
Emporia	2	2
Newton	3	3
Hutchinson	2	2
Dodge City	5	5
Garden City	2	2
Lamar	2	2
La Junta	5	5
Trinidad	2	2
Raton	4	4
Las Vegas	2	2
Lamy	3	3
Albuquerque	25	25
Gallup	3	3
Winslow	3	3
Flagstaff	6	6
Kingman	5	5
Needles	2	3
Barstow	2	2
Victorville	2	2
San Bernardino	5	5
Fullerton	5	5

Station	7	8
St. Cloud	5	5
Staples	3	3
Detroit Lakes	3	2
Fargo	6	6
Grand Forks	6	6
Devils Lake	3	3
Rugby	3	3
Minot	20	25
Stanley	1	1
Williston	5	5
Wolf Point	4	5
Glasgow	3	2
Malta	2	3
Havre	15	15
Shelby	5	5
Cut Bank	1	1
Browning (winter)	0	0
Glacier Park (summer)	4	2
Essex	1	1
West Glacier	4	3
Whitefish	20	20
Libby	3	3
Sandpoint	3	4
Spokane	30	35
Ephrata	2	2
Wenatchee	4	5
Everett	5	5
Edmonds	4	3

Station	27	28
Spokane	45	50
Pasco	3	3
Wishram	1	2
Bingen-White Salmon	1	2
Vancouver	3	3

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BNSF
Appendix V, Table 2
Page 2 of 2
Station Dwell Times

Station	5(35)	6(36)
Naperville	3	3
Princeton	3	3
Galesburg	7	7
Burlington	3	3
Mt Pleasant	4	4
Ottumwa	4	4
Osceola	3	3
Creston	2	2
Omaha	25	25
Lincoln	10	10
Hastings	3	3
Holdrege	1	1
McCook	5	5
Ft. Morgan	2	2

Station	11	14
Tacoma	4	4
Olympia-Lacey	2	2
Centralia	3	3
Kelso-Longview	3	3
Vancouver	3	3

Station	21	22
Cleburne	1.5	1.5
McGregor	1.5	1.5

Station	35	36
Barstow	5	5
Victorville	2	2
San Bernardino	3	3
Fullerton	3	3

Station	346	347	348
La Grange Road	2	2	2
Naperville	2	2	2
Plano	1	1	1
Mendota	1	1	1
Princeton	2	2	2
Kewanee	1	1	1
Galesburg	3	3	3
Macomb	3	3	3

Station	25	26	750	751	752	753
Tacoma	3	3	3	3	3	3
Olympia	2	2	2	2	2	2
Centralia	2	2	2	2	2	2
Kelso	2	2	2	2	2	2
Vancouver	3	3	3	3	3	3

Station	San Diegans
Commerce	3
Fullerton	3

Station	San Joaquins
Wasco	1
Hanford	3
Fresno	4
Madera	1
Merced	3
Denair	1
Riverbank	3
Stockton	4
Antioch	1
Corcoran	3

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BNSF
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Normal Train Consists*

Train No.	Locomotive Consist	Cars
3 & 4	1 P40 & 2 Dash 8 or F40	18
3 & 4	2 P40	14
5 (35) & 6(36)	2 F40	12
5 (35) & 6(36)	3 F40	18
7 & 8 MSP-SPK	2 F40**	12
7 & 8 MSP-SPK	3 F 40	18
7 & 8 SEA-SPK	2 F40	8
7 & 8 SEA-SPK	3 F40	12
11 & 14	2 P40	14
21 & 22	2 F40 or Dash 8	12
25 & 26	1 F40	7
25 & 26	2 F40	14
27 & 28	1 F40	6
35 & 36	1 P40	6
35 & 36	1 F40 or Dash 8	5
346/347/348	1 F40	7
	2 F40	14
San Dieagans	1 F40 or 1 F59	7
	2 F40 or 2 F59	14
San Joaquins	1 F40 or 1 F59	7
	2 F40 or 2 F59	14
SEA-PDX***	1 F40	5
	2 F40	10

*Schedules will be based upon these consists
**Three F40 units required for winter operation
***Does not apply to Talgo trains.

DTS CITY CLERK

BNSF
Appendix V, Table 4
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EXTRA CAR TOLERANCE*

The following table sets forth the number of additional minutes tolerance allowed when the specific number of locomotives are operated with the specific number of cars specified in the segment preceding the checkpoint where the tolerance is allowed. Cars of BNSF will not be counted. A dead Amtrak locomotive in tow shall be counted as 2 cars.

Train #3	1 P40 & 2 DASH 8 or 2 F40			2 P40s	
CHECKPOINT	19 CARS	20 CARS	21 CARS	15 CARS	16 CARS
KCT					
LAJ					
ABQ					
KNG					
RDO					

Train #4	1 P40 & 2 DASH 8 or 2 F40			2 P40	
CHECKPOINT	19 CARS	20 CARS	21 CARS	15 CARS	16 CARS
KNG					
ABQ					
LAJ					
KCT					
BPT					

Train #5	2 F40			3 F40		
CHECKPOINT	13 CARS	14 CARS	15 CARS	19 CARS	20 CARS	21 CARS
OMA						
DEN						

Train #6	2 F40			3 F40		
CHECKPOINT	13 CARS	14 CARS	15 CARS	19 CARS	20 CARS	21 CARS
OMA						
CHI						

*Minutes for extra car tolerance are not available on the effective date of this Agreement. The amounts of time are to be established by agreement of the parties and shall become effective upon the date of such agreement.

CITY CLERK

BNSF

Appendix V, Table 4
Page 2 of 4

EXTRA CAR TOLERANCE

Train #7	2 F40			
CHECKPOINT	9 CARS	10 CARS	13 CARS	14 CARS
MOT			x	x
HAV			x	x
SPK			x	x
SEA	x	x		

Train #7	3 F40		
CHECKPOINT	13 CARS	14 CARS	19 CARS
MOT			x
HAV			x
SPK			x
SEA	x	x	

Train #8	2 F40			
CHECKPOINT	9 CARS	10 CARS	13 CARS	14 CARS
SPK	x	x		
HAV			x	x
MOT			x	x
MSP			x	x

Train #8	3 F40		
CHECKPOINT	13 CARS	14 CARS	19 CARS
SPK	x	x	
AHV			x
MOT			x
MSP			x

Trains #11 & 14	2 P40	
CHECKPOINT	19 CARS	20 CARS
PDX		
SEA		

Trains #21 & 22	2 F40	
CHECKPOINT	13 CARS	14 CARS
TPL		
FTW		

Trains #25, 26, 35 AND 36 WILL NOT EXCEED BASE CONSIST

CLERK

BNSF
Appendix V, Table 4
Page 3 of 4

EXTRA CAR TOLERANCE

Trains #27 & 28	1 F40	
CHECKPOINT	7 CARS	8 CARS
PDX		
SPK		

Trains #346, 347, 348	1 F40	2 F40	
CHECKPOINT	8 CARS	15 CARS	16 CARS
CHI			
QCY			

SAN DIEGANS	1 F40, 1 F59 or 1 DASH 8		2 F40, 2 F59 or 2 DASH 8*	
CHECKPOINT	8 CARS	9 CARS	15 CARS	16 CARS
FUL				
RDO				

SAN JOAQUINS	1 F40, 1 F59 or 1 DASH 8		2 F40, 2 F59 or 2 DASH 8*	
CHECKPOINT	8 CARS	9 CARS	15 CARS	16 CARS
PCH				
BFD				

*or any combination of these locomotives

SEATTLE-PORTLAND	1 F40		
CHECKPOINT	6 CARS	7 CARS	8 CARS
SEA			
PDX			

SEATTLE-PORTLAND	2 F40			
CHECKPOINT	11 CARS	12 CARS	13 CARS	14 CARS
SEA				
PDX				

In the event Amtrak wishes to operate a train with more cars than are specified for a particular number of locomotives in Table 3 or Table 4 of Appendix V, the performance standards pursuant to Appendix V shall be adjusted to reflect the power to weight ratio of such train. When the proposed number of cars exceeds the number of cars specified in Table 3 or Table 4 (whichever is greater) for a particular number of locomotives and the gross weight of a train exceeds 1,000 tons as a result of such

LOS ANGELES CITY CLERK

Burlington Northern Santa Fe

Index of Amtrak Cars

am1coach	Amfleet I coach
am2lnge	Amfleet II, lounge
bagg1100	Baggage car
calccht	California coach-trailer
calfood	California food
horcoach	Horizon coach
mhc	Mail car
sl2coach	Superliner II, coach
sl2tnslp	Superliner II, trans-sleeper
slchbag	Superliner, coach-bag
sldiner	Superliner, diner
sllnge	Superliner, lounge
slsleep	Superliner, sleeper

INTEROFFICE MEMO

DPS CITY CLERK

No. 3 and 4, Chicago* to LA

Train Consists

	HPT	loco/type	mhc	bagg1100	sl2tnslp	sl2coach	slinge	sldiner	slsleep	mhc	slsleep	total cars
basic 1	6.11	2-P40	6	1	1	2	1	1	2	0	0	14
ver 1	5.70	2-P40	6	1	1	2	1	1	2	1	0	15
ver 2	5.35	2-P40	6	1	1	2	1	1	2	2	0	16
ver 3	5.03	2-P40	6	1	1	2	1	1	2	3	0	17
ver 4	4.75	2-P40	6	1	1	2	1	1	2	4	0	18
ver 5	4.50	2-P40	6	1	1	2	1	1	2	5	0	19
basic 2	6.32	1-P40, 2-P32	7	1	1	4	1	1	3	0	0	18
ver 6	5.98	1-P40, 2-P32	7	1	1	4	1	1	3	0	1	19
ver 7	5.69	1-P40, 2-P32	7	1	1	4	1	1	3	0	2	20
ver 8	5.41	1-P40, 2-P32	7	1	1	4	1	1	3	0	3	21
ver 9	5.17	1-P40, 2-P32	7	1	1	4	1	1	3	0	4	22
ver 10	4.94	1-P40, 2-P32	7	1	1	4	1	1	3	0	5	23
basic 3	6.05	1-P40, 2-F40	7	1	1	4	1	1	3	0	0	18
ver 11	5.73	1-P40, 2-F40	7	1	1	4	1	1	3	0	1	19
ver 12	5.44	1-P40, 2-F40	7	1	1	4	1	1	3	0	2	20
ver 13	5.18	1-P40, 2-F40	7	1	1	4	1	1	3	0	3	21
ver 14	4.95	1-P40, 2-F40	7	1	1	4	1	1	3	0	4	22
ver 15	4.73	1-P40, 2-F40	7	1	1	4	1	1	3	0	5	23

Runtime (minutes)

No. 3: Chicago* to LA

Chicago*

west →	KC	La Junta	Albuquer	Kingman	Redondo
basic 1	413	901	1295	1763	2161
ver 1	415	905	1304	1775	2178
ver 2	418	910	1314	1790	2197
ver 3	419	913	1326	1807	2217
ver 4	422	917	note1	note1	note1
ver 5	424	925	note2	note2	note2
basic 2	412	901	1293	1765	2159
ver 6	414	904	1300	1775	2173
ver 7	416	909	1308	1788	2189
ver 8	418	911	1315	1799	2209
ver 9	421	916	1325	1814	2227
ver 10	423	920	1334	1812	2228
basic 3	412	898	1293	1760	2159
ver 11	413	902	1302	1773	2176
ver 12	415	907	1313	1787	2194
ver 13	417	908	1319	1798	2211
ver 14	419	912	1329	1808	2226
ver 15	422	916	1340	1829	2250

*Union Avenue

No. 4: LA to Chicago*

Redondo

east →	Kingman	Albuquer	La Junta	KC	Chicago*
basic 1	415	884	1273	1758	2176
ver 1	424	897	1290	1777	2198
ver 2	433	912	1311	1800	2223
ver 3	442	926	1336	1826	2252
ver 4	454	945	1365	1858	2286
ver 5	466	965	note3	note3	note3
basic 2	414	886	1275	1766	2185
ver 6	420	895	1290	1782	2202
ver 7	427	905	1305	1797	2219
ver 8	433	916	1319	1810	2234
ver 9	439	927	1332	1826	2252
ver 10	445	938	1348	1844	2271
basic 3	418	886	1280	1771	2189
ver 11	426	899	1298	1791	2210
ver 12	434	909	1315	1809	2230
ver 13	443	924	1337	1833	2256
ver 14	452	937	1357	1854	2280
ver 15	462	952	1376	1876	2303

note1 train stalled at mp 650.04, near gallins
note2 train stalled at mp 649.28, near gallins
note3 train stalled at mp 653.3, near keota

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No. 5 and 6 Chicago* to Denver

Train Consists

Train	HPT	loco/type	mhc	bagg1100	sl2tnslp	sllnge	sldiner	slsleep	sl2coach	slchbag	*sl2tnslp*	total cars
basic 1	5.01	2-F40	2	1	1	1	1	3	3	1	*0*	13
ver 1	4.65	2-F40	2	1	1	1	1	3	3	1	*1*	14
ver 2	4.34	2-F40	2	1	1	1	1	3	3	1	*2*	15
ver 3	4.07	2-F40	2	1	1	1	1	3	3	1	*3*	16
ver 4	3.83	2-F40	2	1	1	1	1	3	3	1	*4*	17
ver 5	3.62	2-F40	2	1	1	1	1	3	3	1	*5*	18
ver 6	3.43	2-F40	2	1	1	1	1	3	3	1	*6*	19
ver 7	3.26	2-F40	2	1	1	1	1	3	3	1	*7*	20
basic 2	5.31	3-F40	3	1	1	1	2	4	5	2	*0*	
ver 8	5.05	3-F40	3	1	1	1	2	4	5	2	*1*	
ver 9	4.80	3-F40	3	1	1	1	2	4	5	2	*2*	21
ver 10	4.59	3-F40	3	1	1	1	2	4	5	2	*3*	22
ver 11	4.39	3-F40	3	1	1	1	2	4	5	2	*4*	23
ver 12	4.20	3-F40	3	1	1	1	2	4	5	2	*5*	24

Runtime (minutes)

No. 5 Chicago* to Denver

Chicago*

west ⟶	Omaha	Denver
basic 1	498	976
ver 1	498	985
ver 2	503	995
ver 3	508	1005
ver 4	514	1018
ver 5	519	1032
ver 6	525	1046
ver 7	531	1061
basic 2	491	970
ver 8	494	974
ver 9	496	980
ver 10	500	986
ver 11	503	992
ver 12	505	998

*Union Avenue

No. 6 Denver to Chicago*

Denver

east ⟶	Omaha	Chicago*
basic 1	478	976
ver 1	480	985
ver 2	483	992
ver 3	485	999
ver 4	488	1008
ver 5	491	1015
ver 6	494	1023
ver 7	497	1031
basic 2	478	976
ver 8	479	980
ver 9	480	984
ver 10	482	989
ver 11	484	994
ver 12	484	997

09/05/96 08:51 AM

No. 7 and 8 Minneapolis* to Spokane

Train Consists

Train	HPT	loco/type	mhc	bagg1100	sl2tnslp	slsleep	slchbag	sncoach	sldiner	sllnge	sl2coach	*mhc*	*slsleep*	total cars
basic 1	4.71	2-F40	2	1	2	3	2	1	1	1	1	*0*	*0*	14
ver 1	4.39	2-F40	2	1	2	3	2	1	1	1	1	*1*	*0*	15
ver 2	4.12	2-F40	2	1	2	3	2	1	1	1	1	*2*	*0*	16
ver 3	3.88	2-F40	2	1	2	3	2	1	1	1	1	*3*	*0*	17
ver 4	3.66	2-F40	2	1	2	3	2	1	1	1	1	*4*	*0*	18
ver 5	3.47	2-F40	2	1	2	3	2	1	1	1	1	*5*	*0*	19
ver 6	3.30	2-F40	2	1	2	3	2	1	1	1	1	*6*	*0*	20
basic 2	5.34	3-F40	2	1	2	5	3	1	1	1	3	*0*	*0*	19
ver 7	5.07	3-F40	2	1	2	5	3	1	1	1	3	*0*	*1*	20
ver 8	4.83	3-F40	2	1	2	5	3	1	1	1	3	*0*	*2*	21
ver 9	4.61	3-F40	2	1	2	5	3	1	1	1	3	*0*	*3*	[illegible]
ver 10	4.41	3-F40	2	1	2	5	3	1	1	1	3	*0*	*4*	[illegible]
ver 11	4.23	3-F40	2	1	2	5	3	1	1	1	3	*0*	*5*	24

Runtime (minutes)

No. 7 Minneapolis* to Spokane

Minneapolis*

west →	Minot	Havre	Spokane
basic 1	519	889	1460
ver 1	522	893	1470
ver 2	525	898	1481
ver 3	527	903	1491
ver 4	531	909	1502
ver 5	533	915	1513
ver 6	537	922	1530
basic 2	515	881	1441
ver 7	518	884	1451
ver 8	519	887	1457
ver 9	521	890	1463
ver 10	523	893	1469
ver 11	525	897	1476

* St. Anthony Tower

No. 8 Spokane to Minneapolis*

Spokane

east →	Havre	Minot	Minn*
basic 1	569	936	1454
ver 1	576	945	1465
ver 2	584	954	1477
ver 3	603	976	1500
ver 4	613	988	1515
ver 5	625	1001	1531
ver 6	640	1018	1551
basic 2	562	927	1442
ver 7	565	931	1448
ver 8	568	934	1453
ver 9	571	939	1459
ver 10	576	945	1467
ver 11	581	951	1474

CITY CLERK
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No. 7 and 8 Spokane to Seattle

Train Consists

Train	HPT	loco/type	mhc	bagg1100	sl2tnslp	slsleep	slchbag	sl2coach	sldiner	slcoach	total cars
basic 1	8.27	2-F40	0	1	1	2	1	1	2	0	8
ver 1	7.35	2-F40	1	1	1	2	1	1	2	0	9
ver 2	6.61	2-F40	2	1	1	2	1	1	2	0	10
ver 3	6.01	2-F40	3	1	1	2	1	1	2	0	11
ver 4	5.51	2-F40	4	1	1	2	1	1	2	0	12
ver 5	5.09	2-F40	5	1	1	2	1	1	2	0	13
basic 2	8.43	3-F40	1	1	1	3	1	3	2	0	12
ver 6	7.79	3-F40	1	1	1	3	1	3	2	1	
ver 7	7.24	3-F40	1	1	1	3	1	3	2	2	14
ver 8	6.76	3-F40	1	1	1	3	1	3	2	3	15
ver 9	6.34	3-F40	1	1	1	3	1	3	2	4	16
ver 10	5.96	3-F40	1	1	1	3	1	3	2	5	17
ver 11	5.63	3-F40	1	1	1	3	1	3	2	6	18

Runtime (minutes)

No. 7 Spokane to Seattle

Spokane

west →	Seattle
basic 1	410
ver 1	412
ver 2	414
ver 3	417
ver 4	420
ver 5	424
basic 2	410
ver 6	412
ver 7	413
ver 8	414
ver 9	416
ver 10	417
ver 11	420

No. 8 Seattle to Spokane

Seattle

east →	Spokane
basic 1	409
ver 1	411
ver 2	412
ver 3	414
ver 4	416
ver 5	422
basic 2	410
ver 6	411
ver 7	412
ver 8	413
ver 9	414
ver 10	415
ver 11	416

BNS CITY CLERK

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No. 11 and 14 Seattle to Portland

Train Consists

Train	HPT	loco/type	bagg1100	sl2tnslp	sl2coach	sllnge	sldiner	slsleep	*slsleep*	total cars
basic 1	6.01	2-P40	1	1	4	2	1	5	*0*	14
ver 1	5.61	2-P40	1	1	4	2	1	5	*1*	15
ver 2	5.26	2-P40	1	1	4	2	1	5	*2*	16
ver 3	4.95	2-P40	1	1	4	2	1	5	*3*	17
ver 4	4.67	2-P40	1	1	4	2	1	5	*4*	18
ver 5	4.43	2-P40	1	1	4	2	1	5	*5*	19
ver 6	4.21	2-P40	1	1	4	2	1	5	*6*	[illegible]

Runtime (minutes)

No. 14 Portland to Seattle

Portland

west →	Seattle
basic 1	227
ver 1	228
ver 2	230
ver 3	231
ver 4	233
ver 5	234
ver 6	236

No. 11 Portland to Seattle

Seattle

east →	Portland
basic 1	227
ver 1	228
ver 2	230
ver 3	231
ver 4	233
ver 5	234
ver 6	236

No. 21 and 22 Ft. Worth to Temple

Train Consists

Train	HPT	loco/type	bagg1100	sl2tnslp	sl2coach	sllnge	sldiner	slsleep	slchbag	*slsleep*	total cars
basic 1	5.38	2-F40	1	1	4	1	1	3	1	*0*	12
ver 1	4.96	2-F40	1	1	4	1	1	3	1	*1*	13
ver 2	4.61	2-F40	1	1	4	1	1	3	1	*2*	14
ver 3	4.30	2-F40	1	1	4	1	1	3	1	*3*	15
ver 4	4.03	2-F40	1	1	4	1	1	3	1	*4*	16
ver 5	3.80	2-F40	1	1	4	1	1	3	1	*5*	17
ver 6	3.58	2-F40	1	1	4	1	1	3	1	*6*	18

Runtime (minutes)

No. 21: Ft. Worth to Temple

Ft. Worth *west* →	Temple
basic 1	132
ver 1	134
ver 2	135
ver 3	136
ver 4	137
ver 5	139
ver 6	140

No. 22: Temple to Ft. Worth

Temple *east* →	Ft. Worth
basic 1	134
ver 1	135
ver 2	136
ver 3	137
ver 4	139
ver 5	139
ver 6	140

DIS CITY CLERK
09/05/96 09:12 AM

No. 25 and 26 Seattle to Portland

Train Consists

Train	HPT	loco/type	mhc	slsleep	sldiner	slchbag	sl2coach	sl2tnslp	slcoach	total cars
basic 1	4.01	1-F40	1	1	2	1	1	1	0	7
ver 1	3.52	1-F40	1	1	2	1	1	1	1	8
ver 2	3.13	1-F40	1	1	2	1	1	1	2	9
ver 3	2.82	1-F40	1	1	2	1	1	1	3	10
ver 4	2.57	1-F40	1	1	2	1	1	1	4	11
ver 5	2.36	1-F40	1	1	2	1	1	1	5	12
ver 6	2.18	1-F40	1	1	2	1	1	1	6	13
ver 7	2.02	1-F40	1	1	2	1	1	1	7	14
ver 8	1.89	1-F40	1	1	2	1	1	1	8	15
basic 2	4.52	2-F40	2	4	2	1	4	1	0	14
ver 9	4.22	2-F40	2	5	2	1	4	1	0	15
ver 10	3.95	2-F40	2	6	2	1	4	1	0	16
ver 11	3.72	2-F40	2	7	2	1	4	1	0	17
ver 12	3.52	2-F40	2	8	2	1	4	1	0	18
ver 13	3.33	2-F40	2	9	2	1	4	1	0	19

Runtime (minutes)

No.25 Portland to Seattle

Portland

west →	Seattle
basic 1	232
ver 1	237
ver 2	240
ver 3	244
ver 4	249
ver 5	253
ver 6	258
ver 7	261
ver 8	267
basic 2	230
ver 9	232
ver 10	234
ver 11	236
ver 12	238
ver 13	239

No.26 Seattle to Portland

Seattle

east →	Portland
basic 1	232
ver 1	236
ver 2	240
ver 3	245
ver 4	249
ver 5	254
ver 6	259
ver 7	264
ver 8	269
basic 2	230
ver 9	232
ver 10	234
ver 11	236
ver 12	238
ver 13	240

No. 27 and 28 Spokane to Portland

Train Consists

Train	HPT	loco/type	mhc	bagg1100	sl2coach	slchbag	slsleep	total cars
basic 1	4.79	1-F40	1	1	2	1	1	6
ver 1	4.11	1-F40	2	1	2	1	1	7
ver 2	3.59	1-F40	3	1	2	1	1	8
ver 3	3.19	1-F40	4	1	2	1	1	9
ver 4	2.87	1-F40	5	1	2	1	1	10

Runtime (minutes)

No. 27 Spokane to Portland

Spokane

west →	Portland
basic 1	397
ver 1	401
ver 2	406
ver 3	410
ver 4	415

No.28 Portland to Spokane

Portland

east →	Spokane
basic 1	413
ver 1	420
ver 2	428
ver 3	436
ver 4	445

No. 35 and 36 Barstow to Redondo Jct

Train Consists

Train	HPT	loco/type	bagg1100	sl2insip	sldiner	slsleep	sl2coach	mhc	slsleep	total cars
basic 1	5.83	1-F40	1	1	1	1	1	0	0	5
ver 1	4.86	1-F40	1	1	2	1	1	0	0	6
ver 2	4.17	1-F40	1	1	3	1	1	0	0	7
ver 3	3.64	1-F40	1	1	4	1	1	0	0	8
ver 4	3.24	1-F40	1	1	5	1	1	0	0	9
ver 5	2.92	1-F40	1	1	6	1	1	0	0	10
basic 2	5.33	1-P32	1	1	1	1	1	0	0	5
ver 6	4.44	1-P32	1	1	1	1	1	1	0	6
ver 7	3.80	1-P32	1	1	1	1	1	2	0	7
ver 8	3.33	1-P32	1	1	1	1	1	3	0	8
ver 9	2.96	1-P32	1	1	1	1	1	4	0	9
ver 10	2.66	1-P32	1	1	1	1	1	5	0	10
basic 3	5.99	1-P40	1	1	1	1	2	0	0	6
ver 11	5.14	1-P40	1	1	1	1	2	0	1	7
ver 12	4.49	1-P40	1	1	1	1	2	0	2	8
ver 13	3.99	1-P40	1	1	1	1	2	0	3	9
ver 14	3.59	1-P40	1	1	1	1	2	0	4	10
ver 15	3.27	1-P40	1	1	1	1	2	0	5	11

Runtime (minutes)

No. 35 Barstow to Redondo Jct

Barstow

west →	Redondo
basic 1	179
ver 1	184
ver 2	191
ver 3	195
ver 4	204
ver 5	213
basic 2	192
ver 6	199
ver 7	206
ver 8	219
ver 9	226
ver 10	229
basic 3	180
ver 11	190
ver 12	193
ver 13	197
ver 14	202
ver 15	207

No. 36 Redondo Jct to Barstow

Redondo

east →	Barstow
basic 1	199
ver 1	219
ver 2	note1
ver 3	note2
ver 4	note3
ver 5	note4
basic 2	213
ver 6	230
ver 7	248
ver 8	270
ver 9	note5
ver 10	note6
basic 3	192
ver 11	201
ver 12	212
ver 13	224
ver 14	note7
ver 15	note 8

note1	train stalled at mp 58.88, near Cajon
note2	train stalled at mp 60.87, near Cajon
note3	train stalled at mp 61.16, near Cajon
note4	train stalled at mp 73.76, near Verdemont
note5	train stalled at mp 60.71, near Cajon
note6	train stalled at mp 60.95, near Cajon
note7	train stalled at mp 57.15, near Cajon
note8	train stalled at mp 61.10, near Cajon

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09/05/96 09:16 AM

No. 35 and 36 Barstow to Redondo Jct (continued)

Train Consists

Train	HPT	loco/type	bagg1100	sl2trslp	sldiner	slinge	slsleep	sl2coach	slchbag	slslsep	total cars
basic 4	6.51	2-F40	1	1	1	1	2	3	1	0	10
ver 16	5.92	2-F40	1	1	1	1	2	3	1	1	11
ver 17	5.43	2-F40	1	1	1	1	2	3	1	2	12
ver 18	5.01	2-F40	1	1	1	1	2	3	1	3	13
ver 19	4.65	2-F40	1	1	1	1	2	3	1	4	14
ver 20	4.34	2-F40	1	1	1	1	2	3	1	5	15
basic 5	6.76	1-F40,1-P32	1	1	1	1	2	3	1	0	10
ver 21	6.14	1-F40,1-P32	1	1	1	1	2	3	1	1	11
ver 22	5.63	1-F40,1-P32	1	1	1	1	2	3	1	2	12
ver 23	5.20	1-F40,1-P32	1	1	1	1	2	3	1	3	13
ver 24	4.83	1-F40,1-P32	1	1	1	1	2	3	1	4	14
ver 25	4.50	1-F40,1-P32	1	1	1	1	2	3	1	5	15
basic 6	6.51	2-P32	1	1	1	1	2	3	1	0	10
ver 26	5.92	2-P32	1	1	1	1	2	3	1	1	11
ver 27	5.43	2-P32	1	1	1	1	2	3	1	2	12
ver 28	5.01	2-P32	1	1	1	1	2	3	1	3	13
ver 29	4.65	2-P32	1	1	1	1	2	3	1	4	14
ver 30	4.34	2-P32	1	1	1	1	2	3	1	5	15
basic 7	7.02	1-F40,1-P40	1	1	1	1	3	3	1	0	11
ver 31	6.43	1-F40,1-P40	1	1	1	1	3	3	1	1	12
ver 32	5.94	1-F40,1-P40	1	1	1	1	3	3	1	2	13
ver 33	5.51	1-F40,1-P40	1	1	1	1	3	3	1	3	14
ver 34	5.14	1-F40,1-P40	1	1	1	1	3	3	1	4	15
ver 35	4.82	1-F40,1-P40	1	1	1	1	3	3	1	5	16
basic 8	6.13	1-F40,1-P32	1	1	1	1	3	3	1	0	11
ver 36	5.62	1-F40,1-P32	1	1	1	1	3	3	1	1	12
ver 37	5.19	1-F40,1-P32	1	1	1	1	3	3	1	2	13
ver 38	4.82	1-F40,1-P32	1	1	1	1	3	3	1	3	14
ver 39	4.49	1-F40,1-P32	1	1	1	1	3	3	1	4	15
ver 40	4.21	1-F40,1-P32	1	1	1	1	3	3	1	5	16

Runtime (minutes)

[redacted]

Barstow

west →	Redondo
basic 4	178
ver 16	178
ver 17	179
ver 18	180
ver 19	186
ver 20	189
basic 5	176
ver 21	178
ver 22	180
ver 23	186
ver 24	190
ver 25	190
basic 6	179
ver 26	182
ver 27	184
ver 28	187
ver 29	194
ver 30	195
basic 7	176
ver 31	176
ver 32	179
ver 33	183
ver 34	184
ver 35	187
basic 8	177
ver 36	179
ver 37	185
ver 38	187
ver 39	188
ver 40	189

[redacted]

Redondo

east →	Barstow
basic 4	187
ver 16	195
ver 17	204
ver 18	213
ver 19	224
ver 20	note1
basic 5	183
ver 21	187
ver 22	192
ver 23	198
ver 24	209
ver 25	219
basic 6	189
ver 26	194
ver 27	198
ver 28	204
ver 29	212
ver 30	221
basic 7	180
ver 31	184
ver 32	188
ver 33	195
ver 34	205
ver 35	214
basic 8	184
ver 36	187
ver 37	191
ver 38	196
ver 39	200
ver 40	205

note1 train stalled at mp 58.58, near Cajon

CITY CLERK
09/05/96 09:17 AM

No. 346, 347, 348 Chicago* to Quincy

Train Consists

Train	HPT	loco/type	am2lnge	horcoach	*horcoach*	total cars
basic 1	5.28	1-F40	1	6	*0*	7
ver 1	4.62	1-F40	1	6	*1*	8
ver 2	4.11	1-F40	1	6	*2*	9
ver 3	3.70	1-F40	1	6	*3*	10
ver 4	3.36	1-F40	1	6	*4*	11
ver 5	3.08	1-F40	1	6	*5*	12
ver 6	2.84	1-F40	1	6	*6*	13
ver 7	2.64	1-F40	1	6	*7*	14
ver 8	2.46	1-F40	1	6	*8*	15
basic 2	6.04	2-F40	2	12	*0*	14
ver 9	5.64	2-F40	2	12	*1*	15
ver 10	5.29	2-F40	2	12	*2*	16
ver 11	4.98	2-F40	2	12	*3*	17
ver 12	4.70	2-F40	2	12	*4*	18
ver 13	4.45	2-F40	2	12	*5*	19

Runtime (minutes)

No 346 Chicago* to Quincy

Chicago*

west →	Quincy
basic 1	260
ver 1	264
ver 2	269
ver 3	274
ver 4	280
ver 5	284
ver 6	290
ver 7	295
ver 8	305
basic 2	257
ver 9	258
ver 10	259
ver 11	261
ver 12	263
ver 13	265

* Union Avenue

No 346, 348 Quincy to Chicago*

Quincy

east →	Chicago*
basic 1	259
ver 1	263
ver 2	267
ver 3	272
ver 4	277
ver 5	283
ver 6	288
ver 7	293
ver 8	299
basic 2	254
ver 9	256
ver 10	257
ver 11	258
ver 12	260
ver 13	262

CITY CLERK
09/05/96 09:18 AM

San Diegans

Train Consists

Train	HPT	loco/type	am2inge	am1coach	*am1coach*	total cars
basic 1	5.24	1-F40	1	6	*0*	7
ver 1	4.59	1-F40	1	6	*1*	8
ver 2	4.08	1-F40	1	6	*2*	9
ver 3	3.67	1-F40	1	6	*3*	10
ver 4	3.34	1-F40	1	6	*4*	11
ver 5	3.06	1-F40	1	6	*5*	12
ver 6	2.82	1-F40	1	6	*6*	13
ver 7	2.62	1-F40	1	6	*7*	14
ver 8	2.45	1-F40	1	6	*8*	15
basic 2	6.00	2-F40	2	12	*0*	14
ver 9	5.60	2-F40	2	12	*1*	15
ver 10	5.25	2-F40	2	12	*2*	16
ver 11	4.94	2-F40	2	12	*3*	17
ver 12	4.67	2-F40	2	12	*4*	18
ver 13	4.42	2-F40	2	12	*5*	19
ver 14	4.20	2-F40	2	12	*6*	20
ver 15	4.00	2-F40	2	12	*7*	21
ver 16	3.82	2-F40	2	12	*8*	22

Train	HPT	loco/type	am2inge	am1coach	*am1coach*	total cars
basic 3	4.79	1-P32	1	6	*0*	7
ver 17	4.19	1-P32	1	6	*1*	8
ver 18	3.73	1-P32	1	6	*2*	9
ver 19	3.35	1-P32	1	6	*3*	10
ver 20	3.05	1-P32	1	6	*4*	11
ver 21	2.79	1-P32	1	6	*5*	12
ver 22	2.58	1-P32	1	6	*6*	13
ver 23	2.40	1-P32	1	6	*7*	14
ver 24	2.24	1-P32	1	6	*8*	15
basic 4	6.00	2-P32	2	12	*0*	14
ver 25	5.60	2-P32	2	12	*1*	15
ver 26	5.25	2-P32	2	12	*2*	16
ver 27	4.94	2-P32	2	12	*3*	17
ver 28	4.67	2-P32	2	12	*4*	18
ver 29	4.42	2-P32	2	12	*5*	19
ver 30	4.20	2-P32	2	12	*6*	20
ver 31	4.00	2-P32	2	12	*7*	21
ver 32	3.82	2-P32	2	12	*8*	22

Runtime (minutes)

[redacted]

Fullerton

west →	Redondo
basic 1	26
ver 1	27
ver 2	27
ver 3	28
ver 4	28
ver 5	28
ver 6	29
ver 7	29
ver 8	30
basic 2	25
ver 9	26
ver 10	26
ver 11	26
ver 12	26
ver 13	27
ver 14	27
ver 15	27
ver 16	27
basic 3	27
ver 17	28
ver 18	28
ver 19	29
ver 20	29
ver 21	30
ver 22	30
ver 23	31
ver 24	31
basic 4	26
ver 25	26
ver 26	26
ver 27	27
ver 28	27
ver 29	27
ver 30	27
ver 31	27
ver 32	27

[redacted]

Redondo

east →	Fullerton
basic 1	26
ver 1	27
ver 2	28
ver 3	28
ver 4	28
ver 5	29
ver 6	29
ver 7	30
ver 8	30
basic 2	26
ver 9	26
ver 10	26
ver 11	27
ver 12	27
ver 13	27
ver 14	27
ver 15	27
ver 16	28
basic 3	27
ver 17	28
ver 18	28
ver 19	29
ver 20	29
ver 21	30
ver 22	30
ver 23	31
ver 24	31
basic 4	26
ver 25	26
ver 26	26
ver 27	27
ver 28	27
ver 29	27
ver 30	27
ver 31	28
ver 32	28

[redacted]

Fullerton

west →	Redondo
basic 1	23
ver 1	23
ver 2	24
ver 3	24
ver 4	24
ver 5	25
ver 6	25
ver 7	25
ver 8	25
basic 2	22
ver 9	23
ver 10	23
ver 11	23
ver 12	23
ver 13	23
ver 14	23
ver 15	24
ver 16	25
basic 3	24
ver 17	24
ver 18	25
ver 19	25
ver 20	25
ver 21	26
ver 22	26
ver 23	27
ver 24	27
basic 4	23
ver 25	23
ver 26	23
ver 27	23
ver 28	23
ver 29	24
ver 30	24
ver 31	24
ver 32	24

[redacted]

Redondo

east →	Fullerton
basic 1	23
ver 1	23
ver 2	24
ver 3	24
ver 4	24
ver 5	24
ver 6	25
ver 7	25
ver 8	25
basic 2	23
ver 9	23
ver 10	23
ver 11	23
ver 12	23
ver 13	23
ver 14	23
ver 15	23
ver 16	24
basic 3	24
ver 17	24
ver 18	25
ver 19	25
ver 20	25
ver 21	26
ver 22	26
ver 23	26
ver 24	27
basic 4	23
ver 25	23
ver 26	23
ver 27	23
ver 28	23
ver 29	23
ver 30	24
ver 31	24
ver 32	24

San Joaquins

Train Consists

Train	HPT	loco/type	calfood	calcchl	calcchl	total cars
basic 1	4.18	1-F40	1	6	0	7
ver 1	3.66	1-F40	1	6	1	8
ver 2	3.25	1-F40	1	6	2	9
ver 3	2.93	1-F40	1	6	3	10
ver 4	2.66	1-F40	1	6	4	11
ver 5	2.44	1-F40	1	6	5	12
ver 6	2.25	1-F40	1	6	6	13
ver 7	2.09	1-F40	1	6	7	14
ver 8	1.98	1-F40	1	6	8	15
basic 2	4.78	2-F40	2	12	0	14
ver 9	4.46	2-F40	2	12	1	15
ver 10	4.18	2-F40	2	12	2	16
ver 11	3.94	2-F40	2	12	3	17
ver 12	3.72	2-F40	2	12	4	18
ver 13	3.52	2-F40	2	12	5	19
ver 14	3.35	2-F40	2	12	6	20
ver 15	3.19	2-F40	2	12	7	21
ver 16	3.04	2-F40	2	12	8	22

Train	HPT	loco/type	calfood	calcchl	calcchl	total cars
basic 3	3.82	1-P32	1	6	0	7
ver 17	3.34	1-P32	1	6	1	8
ver 18	2.97	1-P32	1	6	2	9
ver 19	2.67	1-P32	1	6	3	10
ver 20	2.43	1-P32	1	6	4	11
ver 21	2.23	1-P32	1	6	5	12
ver 22	2.06	1-P32	1	6	6	13
ver 23	1.91	1-P32	1	6	7	14
ver 24	1.78	1-P32	1	6	8	15
basic 4	4.78	2-P32	2	12	0	14
ver 25	4.46	2-P32	2	12	1	15
ver 26	4.18	2-P32	2	12	2	16
ver 27	3.94	2-P32	2	12	3	17
ver 28	3.72	2-P32	2	12	4	18
ver 29	3.52	2-P32	2	12	5	19
ver 30	3.35	2-P32	2	12	6	20
ver 31	3.19	2-P32	2	12	7	21
ver 32	3.04	2-P32	2	12	8	22

Runtime (minutes)

[redacted]

west →	Pt. Chicago
basic 1	265
ver 1	269
ver 2	273
ver 3	278
ver 4	283
ver 5	288
ver 6	293
ver 7	299
ver 8	305
basic 2	262
ver 9	263
ver 10	264
ver 11	266
ver 12	268
ver 13	270
ver 14	271
ver 15	273
ver 16	274
basic 3	282
ver 17	289
ver 18	296
ver 19	303
ver 20	311
ver 21	318
ver 22	326
ver 23	333
ver 24	340
basic 4	266
ver 25	268
ver 26	269
ver 27	271
ver 28	274
ver 29	276
ver 30	278
ver 31	280
ver 32	282

[redacted]

east →	Bakersfield
basic 1	265
ver 1	271
ver 2	277
ver 3	283
ver 4	290
ver 5	297
ver 6	304
ver 7	310
ver 8	316
basic 2	262
ver 9	263
ver 10	265
ver 11	266
ver 12	268
ver 13	270
ver 14	272
ver 15	275
ver 16	277
basic 3	289
ver 17	298
ver 18	306
ver 19	313
ver 20	322
ver 21	330
ver 22	339
ver 23	348
ver 24	356
basic 4	267
ver 25	269
ver 26	272
ver 27	274
ver 28	277
ver 29	280
ver 30	282
ver 31	285
ver 32	288

CITY CLERK
09/05/98 09:21 AM

No. 750, 751, 752, 753, Seattle to Portland

Train Consists

Train	HPT	loco/type	sl2coach	total cars
basic 1	5.23	1-F40	5	5
ver 1	4.36	1-F40	6	6
ver 2	3.74	1-F40	7	7
ver 3	3.27	1-F40	8	8
ver 4	2.91	1-F40	9	9
ver 5	2.62	1-F40	10	10
ver 6	2.38	1-F40	11	11
basic 2	5.99	2-F40	10	10
ver 7	5.44	2-F40	11	11
ver 8	4.99	2-F40	12	12
ver 9	4.61	2-F40	13	13
ver 10	4.28	2-F40	14	14
ver 11	3.99	2-F40	15	15

Runtime (minutes)

Seattle	
east →	Portland
basic 1	225
ver 1	229
ver 2	234
ver 3	238
ver 4	243
ver 5	248
ver 6	253
basic 2	224
ver 7	226
ver 8	228
ver 9	230
ver 10	231
ver 11	234

Portland	
west →	Seattle
basic 1	227
ver 1	230
ver 2	235
ver 3	239
ver 4	243
ver 5	248
ver 6	252
basic 2	224
ver 7	227
ver 8	228
ver 9	230
ver 10	232
ver 11	233

CITY CLERK

BNSF
Appendix V, Table 4
Page 4 of 4

EXTRA CAR TOLERANCE

additional cars, an allowance of $0.08 per car mile will be paid for each additional car or $0.05 per mile will be paid for each additional trailer (including a RoadRailer). (For purposes of this paragraph, a trailer operated on an Amtrak train shall be deemed to be equal to one-half of a car.)

It is understood that this Agreement in no way restricts the volume of mail Amtrak may handle subject to the provisions of the above paragraph or other applicable provisions of this Agreement. Unless otherwise agreed, it is also understood that this Agreement does not apply to, provide for, or permit the movement of carload express handled by TOFC, RoadRailer or COFC.

In the event Amtrak proposes to operate any carload express by TOFC, RoadRailer, or COFC over BNSF, or to operate carload shipments in excess of six carloads per train in other types of cars (i.e. in conventional freight or mail cars, excluding TOFC, RoadRailer, or COFC), and BNSF objects to such proposal, unless Amtrak withdraws its proposal, the issue will be submitted to the Surface Transportation Board for resolution at the request of either party, with the understanding that the basis and level of compensation and the method of determining compensation BNSF receives from Amtrak for all services and activities performed and facilities and equipment provided by BNSF, whether or not such bases, levels, or methods are currently contained in the provisions of Appendix IV and V of the existing Agreement, will also be open for redetermination at the same time without regard to time limits specified in Section 5.1E. Nothing in this Agreement or the entering into this Agreement shall be construed as a form of waiver or any precedent with respect to BNSF's right to seek (or Amtrak's right to oppose payment of) compensation for areas not specifically addressed in this Agreement, such as for freight train delays, cost of capital improvements, or any other factor related to the provision of service for Amtrak.

Nothing in this Agreement is intended to limit, enlarge, or define Amtrak's statutory right to handle express.

LOS CITY CLERK

BNSF
Appendix VI

OTHER AGREEMENTS REMAINING IN EFFECT

A. Supplemental Agreement for operation of Amtrak's trains between Seattle, WA, and Vancouver, BC, dated October 8, 1993.

B. Agreement concerning Risk of Damage and Liability in Southern California, dated February 3, 1995.

C. Burlington Northern Accident Investigation and Claims Service Contract, dated June 1, 1972.

D. Atchison, Topeka and Santa Fe Accident Investigation and Claims Service Contract, dated May 24, 1972.

E. The National Railroad Passenger Corporation Arbitration Agreement, dated as of April 16, 1971, between Amtrak and Participating Railroads, including The Atchison, Topeka and Santa Fe Railway Company and Burlington Northern, Inc.

F. Agreement between National Railroad Passenger Corporation (Amtrak) and Burlington Northern Railroad Company (BN) for Operations over South Joint Tracks in Chicago, Illinois, dated July 1981.

G. On-Time Performance Relief for Commuter Train Priority in Southern California, dated April 7, 1993.

H. Agreement between National Railroad Passenger Corporation (Amtrak) and The Atchison, Topeka and Santa Fe Railway Company for Administration of Passes, dated December 31, 1976.

I. Lease between National Railroad Passenger Corporation (Amtrak) and The Atchison, Topeka and Santa Fe Railway Company for property at Wasco, CA for property to contain an Amtrak shelter and parking lot, dated January 1, 1984.

J. Lease between National Railroad Passenger Corporation (Amtrak) and The Atchison, Topeka and Santa Fe Railway Company for property at Denair, CA for property to contain an Amtrak shelter and parking lot, dated December 1, 1986.

MAS CITY CLERK

K Lease between National Railroad Passenger Corporation (Amtrak) and The Atchison, Topeka and Santa Fe Railway Company for property at Hanford, CA for property to contain an Amtrak shelter and parking lot, May 5, 1992.

L. Lease between National Railroad Passenger Corporation (Amtrak) and The Atchison, Topeka and Santa Fe Railway Company for property at Fresno, CA for property to contain an Amtrak shelter and parking lot, dated January 2, 1992.

M. Lease between National Railroad Passenger Corporation (Amtrak) and The Atchison, Topeka and Santa Fe Railway Company for property at Bakersfield, CA for property to be used as an Amtrak bus - train connection area, dated January 10, 1979.

N. Lease dated September 26, 1980 between National Railroad Passenger Corporation (Amtrak) and Burlington Northern, Inc. at Seattle, WA for 11,122 sq. feet of property at 1247 Third Avenue South for use as a commissary.

O. Letter agreement dated July 22, 1996 concerning extended tolerance for incentive purposes for Trains 11, 14, 25, 26, and 750-753 in the Pacific Northwest.

P. Accident Investigation and Claims Service Contract effective October 1, 1996 (will supersede agreements listed in C. and D., above).

Note: Amendments to the above agreements shall also remain in effect.

DTS CITY CLERK

BNSF
Appendix VII
SAMPLE STATION LEASE

Within one year of the effective date of this Agreement, Amtrak and BNSF agree to execute a separate lease (similar in form to the sample lease which follows) with a rental payment of one dollar per year for each of the BNSF stations which Amtrak and BNSF may mutually agree should be leased.

STATION LEASE AGREEMENT

WHEREAS, the National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, (hereinafter referred to as "Amtrak"), and the Burlington Northern Santa Fe Corporation, a Delaware corporation (hereinafter referred to as "BNSF") wish to continue their relationship with each other concerning the use of certain premises located at _____; and

WHEREAS, Amtrak and BNSF are currently parties to a certain operating agreement dated _____ which relates to the provision of intercity passenger service on BNSF lines; and

WHEREAS, to provide Amtrak with the ability to better maintain stations for passenger comfort, Amtrak and BNSF do hereby mutually contract, promise and agree as follows:

1. In consideration of the promise herein, and for an annual rental fee of one dollar ($1.00), Amtrak does hereby lease from BNSF for a period co-terminus with the above referenced operating agreement the _____ station, (hereinafter referred to as the "leased premises.") The location, size and configuration of the leased premises are shown on Exhibit A, attached to this document and by this reference made a part hereof.

The trackside boundaries of the leased premises shall commence at the edges of the ballasted right of way, and shall be measured by the trackside edge of platforms where they exist, or are built.

The leased premises may be used by Amtrak during the term of this agreement only for the provision of Amtrak services, including the provision of Amtrak patrons with a passenger station, passenger services, related parking, and reasonable facilities for loading and unloading purposes, either by auto or bus. BNSF shall permit reasonable ingress and egress to and from the leased premises over BNSF property.

In its use of the leased premises for the aforesaid purposes, Amtrak will not permit new parking within twenty-five (25) feet of any rail without prior approval of BNSF. All

leased premises shall be subject to BNSF's present and future pole line and signal installation purposes, and to purposes of maintaining its right of way and operating its railroad.

All leased premises shall be subject to all existing utility agreements and easements, and BNSF reserves unto itself, its successors and assigns and licensees the right to operate, maintain and renew such improvements in the ballasted right of way, crossing signals, utilities, pipelines, telephone, telegraph and signal lines, electric transmission lines, and other facilities of like character, as may now exist on, over or under said leased premises, and to construct, operate, maintain, and renew such additional facilities thereon so long as the same will not interfere with the use of said leased premises for the purposes hereinafter set forth.

2. During the term of this agreement, all leased premises' facilities and improvements shall be offered to and be open for the use, comfort and safety of the public while waiting for the arrival or departure of Amtrak trains. Amtrak shall maintain, repair, as necessary and replace to the extent required for Amtrak service, said station building, canopies, platforms, lighting facilities, sidewalks, parking facilities, entrances and exits, and shall keep the same in a state of order and cleanliness corresponding to standards applicable to other public buildings and grounds owned or operated by Amtrak or BNSF. Amtrak shall not create or permit any condition on the leased premises that could present a threat to human health or to the environment. Amtrak shall also be responsible for the cost of heat, water and electricity for the station building. BNSF will not be obligated to fund any capital or maintenance costs associated with the leased premises.

Should the leased premises be subject to special assessment for public improvements, Amtrak shall be obligated to pay such assessments for the term of this agreement, even though such charges may not become due and payable until after termination of this agreement.

When necessary, Amtrak shall promptly remove ice and snow from the aforesaid platforms, entrances, exits, sidewalks, driveways and parking areas constructed or maintained under the terms of this agreement.

3. During the term of this agreement, risk of liability and damage shall be governed by Section 7.2 of the aforementioned operating agreement. For purposes of Section 7.2, the leased premises shall be deemed to be Amtrak's property.

4. When either this agreement or the aforementioned operating agreement has been terminated for any reason, the leased premises, including any subsequent improvements, shall become the property of BNSF.

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5. It is understood and agreed that Amtrak may contract with outside parties to furnish maintenance or operational services in and about the leased premises for t he functions permitted under this agreement.

6. If either party to this agreement shall fail to perform its substantive duties and obligations hereunder, the other party may, upon thirty (30) days written notice to the other party, terminate this agreement.

After such termination, each party may pursue such legal remedies as it may elect to protect its own interests, but subject to Section 4 above. After the termination of this agreement, the rights and obligations of the parties pursuant to the leased premises shall be governed by the Rail Passenger Service Act and/or the aforementioned operating agreement, whichever may apply.

7. When proposing construction or demolition projects on the leased premises, Amtrak shall provide BNSF with a set of plans and specifications for BNSF's review and approval prior to the start of construction or demolition, which approval shall not be unreasonably withheld. In construction or demolition contracts executed by Amtrak in connection with the leased premises under the terms of this agreement, Amtrak will require contractors to fully insure BNSF against any and all risks, liabilities, claims, losses and judgments arising from, or growing out of, or related in any way to the acts or negligence of BNSF, its agents or employees, of the contractors, their agents, employees, subcontractors, and their agents and employees. Amtrak will require such contractors, after Amtrak has fully assured itself of contractual compliance in every respect, to certify in writing that the project work is of good quality and has been performed in accordance with the contract and provide appropriate lien waivers, as a condition precedent to any disbursement of project funds.

If, because of any act or omission of Amtrak or its agents, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against BNSF or any portion of the leased premises, Amtrak shall, at its own expense, cause the same to be discharged of record within thirty (30) days after becoming aware of such lien or after written notice from BNSF to Amtrak of the filing thereof, and shall indemnify and save harmless BNSF against and from all costs, liabilities, penalties, and claims, including legal expenses, resulting therefrom. Should Amtrak become aware of a possible or actual filing of lien in the above instances, it shall notify the NRPC Officer in writing of same in a timely fashion. Should the NRPC Officer receive notice of any lien filed against any portion of the leased premises, the NRPC Officer shall notify Amtrak of the same in a timely fashion. BNSF shall bear the additional costs incurred as a result of BNSF's failure to appear and prosecute or defend an action covered by the preceding sentences where BNSF has standing to do so and Amtrak does not.

8. This agreement, signed by both parties, constitutes a final written expression of all the terms of this agreement, and is a complete and exclusive statement of those terms.

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No other agreement or understanding of any nature concerning the same has been made or entered into.

9. In the event a court of competent jurisdiction finds and determines that any term of this agreement, in whole or in part, is invalid, the remaining provisions of this agreement shall remain in full force and effect.

10. The failure or delay of BNSF to exercise or enforce any of the rights granted to it under this agreement or any of the obligations or duties imposed on Amtrak as may be set forth in this agreement shall not be construed as or constitute a waiver by BNSF of any such rights, obligations or duties.

Dated this _____ of _____, 19_____

Amtrak

_____

BNSF

_____

Form revised December 9, 2004

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Department of Transportation	Charles Shell, 684-5019	Jennifer Devore, 615-1328

Legislation Title:
AN ORDINANCE related to the donation of King Street Station to the City of Seattle; authorizing the Director of Transportation to execute an agreement with the Burlington Northern and Santa Fe Railway Company relating to the donation of King Street Station to the City of Seattle to accept and record the deed thereto; authorizing the Director of Transportation to execute an agreement with the Burlington Northern and Santa Fe Railway Company and the National Passenger Railroad Corporation ("Amtrak") whereby Amtrak consents to the donation and verifies its continuing rights and obligations; and assigning jurisdiction and management of King Street Station to the Seattle Department of Transportation.

- **Summary of the Legislation:**

This Legislation authorizes the Director of Transportation to accept, on behalf of the City, the donation of the King Street Station from the Burlington Northern and Santa Fe Railway Company (BNSF) and to verify Amtrak's continuing rights and obligations with respect to the use of King Street Station. The proposed legislation also places the King Street Station under the jurisdiction and management of SDOT.

Background: *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

The King Street Station building is currently serving the Amtrak Empire Builder and Coastal Starlight trains, and the Washington State Department of Transportation (WSDOT) sponsored Amtrak Cascades train. The Sounder commuter rail trains use the track, but do not occupy space in the Station for ticketing. The Station is in its first stage of renovation, mainly involving tenant improvements. The City, WSDOT, Amtrak, and King County are partners in this project, which is currently being led by WSDOT and funded by the federal and State governments, Sound Transit, and Amtrak, and South Downtown Foundation.

The Station is envisioned as a multi-modal hub with future connections to surface transit and taxis, long haul bus service, and improved pedestrian connections in the Pioneer Square and Chinatown/International District neighborhoods. The City's interests in the development of the multi-modal hub can best be served by acquiring title to the King Street Station.

The City is pursuing this opportunity after being approached by BNSF. Acquiring the Station will provide a unique opportunity for the City to take better control of the transportation

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developments around the south end of the downtown area, especially during construction of the Alaskan Way Tunnel.

WSDOT has contracted for an environmental assessment of the King Street Station building. The draft results of this assessment indicate that hazardous materials in the ground (under the building footprint) will only be disturbed only when seismic work is performed but do not pose a serious risk. The lead and asbestos content in the building has been reduced by recent renovations. The remaining renovation work will eliminate these hazards together with Polychlorinated Biphenyls (PCBs) in fluorescent light fixtures.

- *Please check one of the following:*

____ **This legislation does not have any financial implications.** (*Stop here and delete the remainder of this document prior to saving and printing.)*

__X__ **This legislation has financial implications.** *(Please complete all relevant sections that follow.)*

See the King Street Station – Cost and Revenue Summary attachment for details of the latest cost and revenue estimates (as of 9-14-06).

- **What is the financial cost of not implementing the legislation?** *(Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)*
  The City would be unable to accept BNSF's offer to donate the property.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** *(Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)*
  The City could purchase the King Street Station at market rate.

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*
  No

- **Other Issues** (*including long-term implications of the legislation*):
  None

Please list attachments to the fiscal note below:

Attachment: King Street Station – Cost and Revenue Summary

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King Street Station - Cost and Revenue Summary

Cost Estimates as of 9/14/06

(In Millions)

Project Element	Revised 9/14
1. Interior, tower, roof and masonry renov.	$20.6
2. Restoration of 2nd and 3rd floors	$13.8
3. Seismic Retrofit	$6.9
4. Fourth and Jackson plaza renovation	$2.0
5. Project Management	$0.5
6. LEED Documentation	$0.1
Subtotal	$43.9
Revenue	
WSDOT - Phase 1	$18.8
"Bridging the Gap"	$10.0
Total	$28.8
Balance	$15.1

King Street Station - Budget Status

Cost Estimates as of 9/14/06

(In Millions)

Phase 1

Project Element	Cost Estimates	WSDOT	City
1. Interior, tower, roof and masonry renov.	$19.6	$18.8	$0.75
3. Seismic Retrofit	$6.9		$6.9
4. Fourth and Jackson plaza renovation	$2.0		$2.0
5. Project Management	$0.25		$0.25
6. LEED Documentation	$0.1		$0.1
Subtotal	$28.8	$18.8	$10.0

Phase 2

Project Element	
1. Pedestrian Circulation/wayfinding	$1.05
2. Restoration of 2nd and 3rd floors	$13.80
3. Project Management	$0.25
Subtotal	$15.10
Total	$43.90

ATTACHMENT TO FISCAL NOTE

CITY CLERK

City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

September 19, 2005

Honorable Nick Licata
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Licata:

I am transmitting the attached proposed Council Bill to acquire the historic King Street Station property, which is being donated to the City by Burlington Northern and Santa Fe Railway Company (BNSF). The legislation also assigns jurisdiction and management of the property to the Seattle Department of Transportation (SDOT).

Preserving the century old King Street Station will play an essential role in achieving our vision for transportation improvements in Seattle's Center City and is one of three major transportation hubs in the downtown area. These hubs allow commuters to go to a single place to connect to passenger rail, commuter rail, light rail and bus transit. Acquiring the King Street Station presents a unique opportunity for the City to be a leader of transportation developments in the south end of downtown, and to leverage future investments. BNSF has offered to transfer ownership of the King Street Station to the City in support of that goal.

Thank you for your consideration of this legislation. Should you have questions, please contact Grace Crunican, 684-5000.

Sincerely,

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749
Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: mayors.office@seattle.gov
An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.

2005 CITY CLERK

STATE OF WASHINGTON – KING COUNTY

--ss.

205812 No.
CITY OF SEATTLE,CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:ORDINANCE 122312

was published on

12/28/06

The amount of the fee charged for the foregoing publication is the sum of $ 165.60, which amount has been paid in full.

Subscribed and sworn to before me on

12/28/06

Notary public for the State of Washington,
residing in Seattle

JENNIFER A. PATZER
COMMISSION EXPIRES
NOTARY
PUBLIC
OCT. 24, 2007
STATE OF WASHINGTON

State of Washington, King County

City of Seattle

ORDINANCE 122312

AN ORDINANCE related to the donation of King Street Station to the City of Seattle; authorizing the Director of Transportation to execute an agreement with the Burlington Northern and Santa Fe Railway Company relating to the donation of King Street Station to the City of Seattle to accept and record the deed thereto; authorizing the Director of Transportation to execute an agreement with the Burlington Northern and Santa Fe Railway Company and the National Passenger Railroad Corporation ("Amtrak") whereby Amtrak consents to the donation and verifies its continuing rights and obligations; and assigning jurisdiction and management of King Street Station to the Seattle Department of Transportation.

WHEREAS, the renovation of the King Street Station will be a significant catalyst for redevelopment and help link the neighborhoods of North Duwamish, South Downtown, Pioneer Square and the Chinatown/International District; and

WHEREAS, the King Street Station is part of Seattle's Center City transportation vision and is one of three multi-modal transportation hubs in the Center City; and

WHEREAS, the City can provide an effective focus to ensure integrated design and operation of related transportation modes, public actions and integrated development; and

WHEREAS, both the City and the Burlington Northern and Santa Fe Railway Company (BNSF) want to establish a multi-modal transportation hub at the King Street Station; and

WHEREAS, the King Street Station hub will connect passenger rail, commuter rail, light rail and bus transit users providing access throughout the city and region; and

WHEREAS, the Mayor and Council have determined that accepting BNSF's donation of the King Street Station provides a unique opportunity to create a multi-modal transportation hub that will benefit commuters traveling to, from, and within the city; and

WHEREAS, the Mayor and Council wish to accept BNSF's donation of the King Street Station; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Department of Transportation and recommended by the Mayor, the Director of Transportation ("Director") is hereby authorized to execute the real estate donation agreement between the City of Seattle and the Burlington Northern and Santa Fe Railway Company (BNSF), consistent with the form of Exhibit 1 attached to this Ordinance. The Director is authorized to fill in blanks and to make such other changes to the real estate donation agreement as the Director determines are in the best interests of the City.

Section 2. The Director is also hereby authorized to execute the consent and agreement among the City of Seattle, the Burlington Northern and Santa Fe Railway Company (BNSF) and the National Passenger Railroad Corporation ("Amtrak"), consistent with the form of Exhibit 2 attached to this Ordinance.

Section 3. The Director or her designee is authorized to execute such documents as she deems necessary or desirable to complete the donation of King Street Station consistent with this ordinance. Upon delivery of the quit claim deed for King Street Station, the Director or her designee is authorized to accept the deed on behalf of the City of Seattle by attaching to the deed her written acceptance thereof, and to record the same. King Street Station shall be accepted for general municipal purposes and placed under the jurisdiction and management of the Seattle Department of Transportation.

Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 11th day of December, 2006, and signed by me in open session in authentication of its passage this 11th day of December, 2006.

NICK LICATA,

President of the City Council.

Approved by me this 21st day of December, 2006.

GREGORY J. NICKELS,

Mayor.

Filed by me this 21st day of December, 2006.

(Seal) JUDITH E. PIPPIN,

City Clerk.

Exhibit 1: Real Estate Donation Agreement between the Burlington Northern and Santa Fe Railway Company (BNSF), and the City of Seattle for the King Street Station

Exhibit 2: Consent and Agreement between the Burlington Northern and Santa Fe Railway Company (BNSF), the National Passenger Railroad Corporation ("Amtrak") and the City of Seattle for the King Street Station

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, December 28, 2006.

12/28(205812)

parts and accessories,

b. ((~~Personal and househ~~ ~~retail~~))General sales and services,

c. Major durables retail sales, and

((c))d. Eating and drinking establi ments;

2. a. The ship is designated as histo by the Landmarks Preservation Board listed on the National Register of Historic Places,

b. The use is compatible with the existi design and/or construction of the ship wit out significant alteration,

c. Other uses permitted outright a impractical because of ship design or su uses cannot provide adequate financial su port to sustain the ship in a reasonably go physical condition,

d. A certificate of approval has be obtained from the Landmarks Preservati Board, and

e. No other historic ship containing re taurant or retail uses is located within on half (1/2) mile of the proposed site.

Section 10. Section 23.60.488 of t Seattle Municipal Code, which Secti was last amended by Ordinance 120927, amended as follows:

SMC 23.60.488 Prohibited uses in t CW Environment.

The following uses shall be prohibit as principal and accessory uses in the C Environment((:)):

A. The following commercial uses:

1. Marine service station,

2. Sale of large boats,

3. Sale and rental of small boats, bo parts and accessories,

EXHIBIT B

ENTRY AND CONFIDENTIALITY AGREEMENT

THIS ENTRY AND CONFIDENTIALITY AGREEMENT ("**Agreement**") is made as of the Effective Date (defined below) by THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation ("**Railroad**") and _____ ("**Permittee**").

WHEREAS, Permittee as Donee and Railroad as BNSF have entered into that certain Real Estate Donation Agreement (the "**Donation Agreement**") dated as of _____ [Insert Effective Date of Purchase and Sale Agreement]__ concerning the property(ies) set forth therein (the "**Property**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Donation Agreement.

WHEREAS, in order to evaluate the acquisition of the Property, Permittee has requested access to the Property to inspect the condition of the Property.

WHEREAS, Railroad is willing to permit such access only on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. RIGHT OF ENTRY. In accordance with the provisions of this Agreement, Railroad hereby grants Permittee a non-exclusive, revocable license, subject to all rights, interests, and estates of third parties including, without limitation, any leases, licenses, easements, liens, or other encumbrances, to enter the Property for the purpose of inspecting the Property for said potential acquisition and for no other purpose or use.

2. RESTRICTIONS CONCERNING ENTRY.

(a) Permittee shall enter the Property only during normal business hours and may inspect the condition thereof and conduct such surveys and to make such engineering and other inspections, tests and studies as Permittee shall determine to be reasonably necessary, all at Permittee's sole cost and expense. Notwithstanding the foregoing, Permittee shall not conduct or allow any physically intrusive testing of, on or under the Property and under no circumstances shall Permittee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Property unless Permittee has obtained prior written approval from Railroad, which approval may be withheld in Railroad's sole discretion.

(b) Permittee agrees to give Railroad notice at least five (5) business days prior to any such entry, examinations or surveys and Railroad has the right to be present during any such entry, examination or survey. Such notice shall be made to Railroad's Roadmaster at _____ [fill in address and phone # of Roadmaster]_____. Permittee agrees to conduct all examinations and surveys of the Property in a manner that will not interfere with the operations or improvements of Railroad or other lessees, Permittees or license holders and in such a manner and not at any time

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to be a source of danger to or interference with the existence or use of present of future tracks, roadbed or property of Railroad, or the safe operation and activities of Railroad.

(c) Permittee shall comply with, and cause its agents to comply with, any and all laws, statutes, regulations, ordinances, rules, orders, common law, covenants or restrictions ("**Legal Requirements**") applicable to the Property and their activities thereon and any and all safety requirements of Railroad and if ordered to cease any activities upon the Property by Railroad's personnel Permittee shall immediately do so. Notwithstanding the foregoing right of Railroad, the parties agree that Railroad has no duty or obligation to monitor Permittee's activities on the Property to determine the safe nature thereof, it being solely the Permittee's responsibility to ensure that Permittee's activities on the Property are safe. Neither the exercise nor failure by Railroad to exercise any rights granted in this Section will alter the liability allocation provided by this Agreement.

(d) Permittee shall not harm or damage the Property or cause any claim adverse to Railroad.

(e) Permittee shall promptly reimburse Railroad for any additional costs/expenses incurred by Railroad in connection with such safety requirements (including, but not limited to, furnishing a flagman if Railroad determines that furnishing a flagman is necessary during any such examinations or surveys).

(f) Permittee will not have more than 5 persons present on any individual Property at one time. Any officer, employee, agent, contractor, consultant, lender, surveyor or attorney entering the Property on behalf of or at the direction of Permittee, shall be deemed agents of Permittee for purposes of this Agreement.

3. TERM. This Agreement shall commence on the date Railroad executes this Agreement as indicated below its signature (the "**Effective Date**") and shall be in effect until the earlier of the date the Donation Agreement is terminated pursuant to its terms, or the Closing Date. No expiration or termination of this Agreement shall release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events occurring prior to the date of termination or expiration.

4. INSURANCE. Donee shall provide BNSF with evidence in a form reasonable satisfactory to BNSF of Donee's self-insured status.

5. COMPLETION OF INSPECTION. Upon completion of any inspection by Permittee or its agents on the Property or upon the expiration or termination of this Agreement, whichever shall occur first, Permittee shall, at its sole cost and expense:

(a) remove all of its equipment from the Property;

(b) report any damage to the Property arising from, growing out of, or connected with Permittee's entry upon the Property and restore the Property to its condition immediately prior to such entry by Permittee or its agents;

(c) remedy any unsafe conditions on the Property created by Permittee or its agents; and

6. INDEMNITY.TO THE FULLEST EXTENT PERMITTED BY LAW, PERMITTEE SHALL INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS

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RAILROAD AND RAILROAD'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

(a) ANY BREACH OF THIS AGREEMENT BY PERMITTEE INCLUDING, BUT NOT LIMITED TO, PERMITTEE'S OBLIGATION TO COMPLY AND CAUSE ITS AGENTS TO COMPLY WITH LEGAL REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, WORKERS' COMPENSATION AND CERCLA,

(b) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT,

(c) PERMITTEE'S OR ITS AGENTS ACTIVITIES UPON OR USE OF ANY OF THE PROPERTY, OR

(d) ANY ACT OR OMISSION OF PERMITTEE OR PERMITTEE'S AGENTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH PERMITTEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

7. CONFIDENTIALITY. Except to the extent otherwise required by Legal Requirements, Permittee shall not disclose to any third parties any information Permittee discovers or obtains concerning the Property as a result of any inspections, surveys, tests or other activities conducted with respect to the Property ("**Confidential Information**") including, but not limited to, any oral, electronic or written information provided by Railroad or on Railroad's behalf. Notwithstanding the foregoing, Donee may disclose Confidential Information to those of Donee's agents directly involved with Permittee with respect to the acquisition of the Property, provided such individuals and firms have agreed to maintain the confidentiality of Confidential Information pursuant to this Agreement and provided further that Permittee shall be liable hereunder for any breach by such parties of such obligation. Confidential Information shall not include information that is or becomes in the public domain other than as a result of a breach by Permittee or its agents. If Permittee or any of it's agents receive a request to disclose any part of the Confidential Information, Permittee shall (a) notify Railroad immediately of the existence, terms and circumstances of such request, (b) consult with Railroad on the advisability of taking legally available steps to resist or narrow such requests, and (c) if disclosure of such Confidential Information is required to prevent Permittee being held in contempt or subject to other penalty, shall (i) furnish only such information as is legally required to be so disclosed, and (ii) use its best efforts to obtain an order or other reliable assurance that confidential treatment will be afforded to the disclosed Confidential Information. If the transaction contemplated in the Donation Agreement does not close for any reason then Permittee, to the extent permitted by Legal Requirements, shall, promptly upon Railroad's request, forward to Railroad all Confidential Information without keeping any copies thereof.

CITY CLERK

8. DEFAULT. Permittee acknowledges and agrees that in the event of a breach of this Agreement, Railroad would be irreparably harmed and could not be made whole by monetary damages. Accordingly, in addition to any other remedy to which it may be entitled at law, in equity or under this Agreement, Railroad shall be entitled to injunctive relief (without the posting of any bond and without proof of actual damages) to prevent such breach and/or to compel specific performance. Permittee and its agents shall not oppose the granting of such relief. In the event of any breach by Permittee or its agents under this Agreement, Railroad may terminate this Agreement and shall be entitled to any other remedy available at law, in equity or under this Agreement. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any term of this Agreement.

9. GOVERNING LAW, JURY WAIVER. All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the laws of the State of Washington without regard to principles of conflicts of law. Any action relating to this Agreement may be brought in the courts of King County, Washington. PERMITTEE AND RAILROAD IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

10. DONATION AGREEMENT. The provisions of this Agreement shall be deemed incorporated into the Donation Agreement, shall survive the closing thereunder and shall not be merged into the deed conveying the Property or any other closing document, provided, however that nothing in the Donation Agreement shall limit or modify any remedy available to Railroad under this Agreement for a breach by Permittee of its obligations under this Agreement. All notices hereunder shall be delivered in the manner set forth in the Donation Agreement.

CITY CLERK

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

PERMITTEE:

_____

By:_____
Print Name:_____
Title:_____

RAILROAD:

BNSF RAILWAY COMPANY

By:_____
Print Name:_____
Title:_____

_____
Date of Execution by Railroad (Effective Date)

DIS CITY CLERK

EXHIBIT C

IRS Form 8283 - Attached

ZONS CITY CLERK

EXHIBIT D

CHARITABLE CONTRIBUTION RECEIPT

Substantiation for Charitable Donations of $250 or More

Internal Revenue Code Section 170(f)(8) requires that the recipient (Donee) of any single charitable gift of $250 or more give the donor written confirmation of the receipt of such a gift, including a description and a good faith estimate of the value of any goods and services provided by the recipient (Donee) in exchange for the donor making the gift.

In order to comply with this code section, _____ hereby certifies that we received the following contribution from Burlington Northern Santa Fe Corporation:

Cash or check in the amount of: $_____

Or

Property consisting of: _____

_____

Date contribution received: _____

Were any goods and/or services **provided to** BNSF RAILWAY COMPANY in return for this contribution?

Yes_____ No___X___

If yes, a description of those goods and services is provided below with a statement of monetary value:

_____

Value: $_____

Organization Name: _____

Address: _____

Telephone/Fax: _____

Organization Tax ID#: _____

Signature: _____ Date: _____

Name: _____ Title: _____

CITY CLERK

EXHIBIT E

Bill of Sale and Assignment

THIS BILL OF SALE AND ASSIGNMENT IS MADE and entered into this _____ day of , 200__, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Assignor**") and _____, a _____ ("**Assignee**").

WHEREAS, Assignor is conveying to Assignee certain real property ("**Land**") located in _____ County, _____, more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with certain improvements ("**Improvements**") thereon; and

WHEREAS, Assignor desires to assign to Assignee certain rights and interests relating to the Land and/or Improvements.

NOW, THEREFORE, Assignor, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, Assignor and Assignee agree as follows:

1. Assignor assigns and quitclaims to Assignee (a) all tangible personal property owned by Assignor located on the Property as of the date of this Assignment and used in connection with the operation or maintenance of the Improvements (collectively, the "**Personal Property**"), and (b) Assignor's rights, as landlord, in and to that certain Lease dated _____ between Assignor and National Passenger Railroad Corporation, Lease No._____ (the "**Lease**"). The Personal Property and Lease are collectively referred to as the "**Property**".

2. Assignee assumes from Assignor all obligations under the Lease arising from and after the date of this Assignment. Assignee shall indemnify, defend and hold Assignor harmless from and against all liabilities, claims, costs and expenses arising from or related to the Lease to the extent accruing from or after the date of this Assignment.

3. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This agreement may be executed in counterparts, each of which shall be deemed to be an original; but, such counterpart when taken together shall constitute but one agreement

EXECUTED as of the date first hereinabove written.

ASSIGNOR:

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

Attach: Exhibit A

EXHIBIT F

CITY CLERK

EXHIBIT G

Return Address:
BNSF Railway Company
2500 Lou Menk Dr.
AOB-3
Fort Worth TX 76131
Attn: Real Estate

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s): Quit Claim Deed	
Reference Number(s) of Documents assigned or released: _____	
Grantor(s): BNSF Railway Company ☐ Additional names on page _____ of document.	
Grantee(s): The City of Seattle, Washington ☐ Additional names on page _____ of document.	
Legal Description: (abbreviated) ☐ Additional legal is on page _____ of document.	
Assessor's Property Tax Parcel/Account Number: _____	

CITY CLERK

QUIT CLAIM DEED

BNSF RAILWAY COMPANY, for valuable consideration in hand paid, conveys and quit claims to THE CITY OF SEATTLE, WASHINGTON, GRANTEE, the following-described real property located in King County, Washington, including any interest therein which Grantors may hereafter acquire:

> See legal description attached hereto as Exhibit "A",
> Subject to the Permitted Exceptions listed on "Exhibit B", and
> Subject to the Deed Restrictions stated on "Exhibit C" .

The Exhibits attached hereto are incorporated herein by reference.

DATED this _____ day of _____, 2006.

BNSF RAILWAY COMPANY

By: _____
Its: _____

Accepted and approved by:

THE CITY OF SEATTLE
By: _____
Its: _____

Approved as to form by:

THE CITY OF SEATTLE LAW DEPARTMENT
By: _____
Its: _____

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STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of BNSF RAILWAY COMPANY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2005.

Notary Seal

_____
_____ (Print Name)
Notary Public
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of THE CITY OF SEATTLE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
_____ (Print Name)
Notary Public
Residing at: _____
My appointment expires: _____

CITY CLERK

EXHIBIT "A" – Quitclaim Deed

Legal Description

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EXHIBIT "B" – Quitclaim Deed

Permitted Exceptions

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EXHIBIT "C" – Quitclaim Deed

Deed Restrictions

GRANTEE and each successor in interest to GRANTEE hereby agrees that during its ownership of the Property, it shall perform, observe and comply with the following covenants, conditions and restrictions. The provisions of this Exhibit "C" shall be binding on GRANTEE, its heirs, successors and assigns, and shall be covenants running with the land and an equitable servitude on the land. The following shall not provide any rights to, or be for the benefit of, any person or entity other than the Grantor under this Quit Claim Deed, its successors and assigns (collectively, the "Beneficiary"). The Beneficiary may seek to enforce these deed restrictions through an action for specific performance, a claim for damages, an action injunctive relief, or any other remedy available at law or in equity.

1. **As-Is Sale**. GRANTEE acknowledges that it has been given the opportunity to inspect and investigate the Property prior to the date of this Deed, including, but not limited to, the environmental condition of the Property. **GRANTEE SPECIFICALLY ACKNOWLEDGES THAT GRANTOR IS CONVEYING AND GRANTEE IS OBTAINING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL KNOWN OR UNKNOWN PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance of the Property, including any operations and activities conducted on the Property, with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the developmental potential of the Property, and Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; the condition of title to the Property and the leases, easements, permits, orders, licensees, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"). GRANTEE represents and warrants to GRANTOR that GRANTEE has not relied and will not rely on, and GRANTOR is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by GRANTOR, the manager of the Property, or any real estate broker or agent representing or purporting to represent GRANTOR, to whomever made or given, directly or indirectly, orally or in writing.

2. **Assumption of Risks**. GRANTEE assumes the risk that Hazardous Substances may have impacted soil and groundwater at the Property and assumes the risk that other adverse matters may affect the Property that were not revealed in the analytical results provided by GRANTOR or determined by GRANTEE's inspection. GRANTEE assumes and agrees to pay for, perform and discharge in due course all liabilities for all environmental, ecological, health or other claims pertaining to the Property which relate to the Condition of the Property or operations and activities conducted at the Property on or prior to the date of this Deed, including, but not limited to, conducting any investigation, removal or remedial actions or implementing any institutional controls required by any state, federal or local authority or required by any Environmental Law imposing liability on any person for the existence of Hazardous Substances at the Property.

3. **Release**. GRANTEE hereby unconditionally waives, releases, covenants not to sue, and discharges forever GRANTOR and GRANTOR's officers, directors, shareholders, employees and agents from any and all present or future claims, demands, suits, damages, Losses (defined below), injuries, liabilities, causes of actions, costs, expenses, fines, penalties, judgments (including, without limitation, attorneys' fees and legal costs) of any and every kind or character, known or unknown, which GRANTEE could presently or in the future assert or allege against GRANTOR and GRANTOR's officers, directors,

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shareholders, employees and agents arising from or in any way related, in whole or part, to the Condition of the Property.

4. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS, SUITS, DAMAGES, LOSSES (DEFINED BELOW), INJURIES, LIABILITIES, CAUSES OF ACTIONS, COSTS, EXPENSES, FINES, PENALTIES, JUDGMENTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LEGAL COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH GRANTEE COULD PRESENTLY OR IN THE FUTURE ASSERT OR ALLEGE AGAINST GRANTOR AND GRANTOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS ARISING FROM OR IN ANY WAY RELATED, IN WHOLE OR PART, TO THE CONDITION OF THE PROPERTY, EVEN IF ARISING FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY ACT, OMISSION OR NEGLIGENCE OF GRANTOR. THE ONLY LIABILITIES WITH RESPECT TO WHICH GRANTEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

5. Defense. Upon written notice from GRANTOR, GRANTEE agrees to assume the defense of any lawsuit or other proceeding brought against GRANTOR by any entity, relating to any matter for which GRANTEE has an obligation to assume liability for and/or save and hold harmless GRANTOR. GRANTEE shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

6. Definitions. The term "**Losses**" includes without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, and (b) damages for injury or death of any person. The term "**Environmental Law**" means any past, present or future federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Oil Pollution Act and any similar or comparable state or local law. The term "**Hazardous Substance**" means any "hazardous substance," "hazardous material," "solid waste," "hazardous waste," "oil," "pollutant," "contaminant," "hazardous air pollutant," "toxic chemical," "radioactive substance," "infectious substance," petroleum or petroleum product," "extremely hazardous substance," "pesticide," "chemical substance," "asbestos," "microorganism," or related substance in any quantity as those terms are generally understood or as those terms are now or hereafter defined in, or regulated by, any Environmental Law.

7. RESERVATIONS

7.1 GRANTEE's interest in the Property is subject to the rights of National Passenger Railroad Corporation ("**Amtrak**") in and to the Property pursuant to (i) the Rail Passenger Service Act (49 U.S.C. 24309 et seq.) as amended, and (ii) the agreement between Amtrak and the predecessors in interest of GRANTOR dated September 1, 1996 concerning, in part, the provision of GRANTOR facilities to Amtrak. GRANTEE shall provide Amtrak with operating capacity within the Property on conditions and terms that will satisfy and be entirely consistent with all of GRANTOR's obligations to Amtrak in such regard. Occupancy and/or uses by Amtrak may include the right of Amtrak to contract for limited food services within the Property incidental to its operations. It is the intent of the parties that Amtrak's rights with respect to the Property will not, in any way, be changed due to the donation of the Property by GRANTOR to GRANTEE.

7.2 GRANTEE's interest shall be subject to the rights and interests of all third parties in and to the Property including, but not limited to, all existing driveways, roads, utilities, fiber optic lines, tracks,

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wires and easements of any kind whatsoever on the Property and whether or not of public record. GRANTEE and GRANTOR acknowledge and agree that any revenue that may accrue to GRANTOR from such interest holders is de minimis.

7.3 GRANTOR shall have a perpetual non-exclusive easement on the Property for the use of any presently existing or future driveways, roads, or access ways located on the Property for purposes of vehicular and pedestrian ingress and egress to and from GRANTOR's right of way for the purpose of maintaining, repairing, operating or repairing such right of way. It is understood and agreed by GRANTOR and GRANTEE that such use does not unduly burden GRANTEE's intended use of the Property.

7.4 Any improvements constructed or altered on the Property after the date GRANTOR quitclaims its interest to GRANTEE shall be constructed or altered in such a manner to provide adequate drainage of water away from any of GRANTOR's railroad tracks on nearby property.

7.5 GRANTEE acknowledges and affirms that GRANTOR may not hold fee simple title to the Property, that GRANTOR's interest in the Property, if any, may rise only to the level of an easement for railroad purposes. GRANTEE is willing to accept GRANTOR's title to the Property, if any, on this basis and expressly releases GRANTOR, its successors and assigns from any claims that GRANTEE or its successors may have as a result of an abandonment of the line of rail running over or adjacent to the Property. In light of GRANTOR's disclosure that it may not hold a fee interest in the Property, GRANTEE agrees to indemnify, defend and hold GRANTOR harmless from any suit or claim for damages, punitive or otherwise, expenses, attorneys' fees, or civil penalties that may be imposed on GRANTOR as the result of any person or entity claiming an interest in the Property or claiming that GRANTOR did not have the right to transfer the Property to GRANTEE.

EXHIBIT 1

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EXHIBIT E

Bill of Sale and Assignment

THIS BILL OF SALE AND ASSIGNMENT IS MADE and entered into this _____ day of , 200__, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Assignor**") and _____, a _____ ("**Assignee**").

WHEREAS, Assignor is conveying to Assignee certain real property ("**Land**") located in _____ County, _____, more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with certain improvements ("**Improvements**") thereon; and

WHEREAS, Assignor desires to assign to Assignee certain rights and interests relating to the Land and/or Improvements.

NOW, THEREFORE, Assignor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, Assignor and Assignee agree as follows:

1. Assignor assigns and quitclaims to Assignee (a) all tangible personal property owned by Assignor located on the Property as of the date of this Assignment and used in connection with the operation or maintenance of the Improvements (collectively, the "**Personal Property**"), and (b) Assignor's rights, as landlord, in and to that certain Lease dated _____ between Assignor and National Passenger Railroad Corporation, Lease No. _____ (the "**Lease**"). The Personal Property and Lease are collectively referred to as the "**Property**".

2. Assignee assumes from Assignor all obligations under the Lease arising from and after the date of this Assignment. Assignee shall indemnify, defend and hold Assignor harmless from and against all liabilities, claims, costs and expenses arising from or related to the Lease to the extent accruing from or after the date of this Assignment.

3. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This agreement may be executed in counterparts, each of which shall be deemed to be an original; but, such counterpart when taken together shall constitute but one agreement.

EXECUTED as of the date first hereinabove written.

ASSIGNOR:

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

Attach: Exhibit A

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REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement ("**Agreement**") is entered into as of the Effective Date (defined below) between the CITY OF SEATTLE, WASHINGTON ("**Donee**") and BNSF RAILWAY COMPANY ("**BNSF**"). This Agreement shall not be binding upon either party unless and until both parties have executed and delivered this Agreement. The submission of this document by BNSF to Donee shall not constitute an offer to sell, donate or transfer by BNSF.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BNSF and Donee agree as follows:

GENERAL TERMS AND DEFINITIONS

1. The following terms shall have the meanings set forth below:

Closing. The consummation of the transaction contemplated by this Agreement, which shall be deemed to have occurred when both parties have delivered the items contemplated in Section 4 of this Agreement.

Closing Date The date selected by BNSF in a written notice to Donee which date shall be no later than forty-five (45) days after the Effective Date and no earlier than five (5) business days after such notice to Donee; provided, however, that BNSF may subsequently extend the Closing Date to a date no later than_____, 2007 by written notice to Donee.

Effective Date The date of BNSF's execution of this Agreement as indicated below BNSF's signature hereto.

Lease That certain Lease dated _____ between BNSF and National Passenger Railroad Corporation, Lease No. _____ .

Property That parcel of land situated in the City of Seattle, King County, Washington, shown as hatched black on the map marked Exhibit A attached hereto and made a part hereof, subject to revision as set forth below in Section 3 together with BNSF's rights, as landlord, in and to the Lease.

Review Period The period commencing on the Effective Date and expiring at 5:00 p.m. Pacific Standard time on the date that is thirty (30) days after the Effective Date.

DONATION

2. Subject to the terms and conditions set forth in this Agreement, BNSF agrees to quitclaim to Donee, and Donee agrees to accept from BNSF, all of BNSF's right, title and interest (if any), in and to the Property.

INSPECTION

3. (a) BNSF will prepare a legal description of the Property and will forward such description to Donee for Donee's review. Donee shall have ten (10) days following such delivery to notify BNSF in writing if Donee objects to such description. If Donee does not so object, then the description of the Property prepared by BNSF shall be the definition of the Property for all purposes under this Agreement.

Exhibit 1

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If Donee does so object, then Donee shall cause to be prepared a survey of the Property certified to BNSF, Donee and such other parties as Donee may choose showing the boundaries of the Property and any improvements located thereon (the "**Survey**"). If BNSF does not agree that the description of the Property contained on the Survey is the Property BNSF wishes to sell or otherwise objects to the Survey then BNSF may terminate this Agreement by written notice to Donee and neither party shall have any further obligation hereunder except those that expressly survive termination. If BNSF agrees in writing that the Survey description is accurate, then the description thereon shall be the definition of the Property for all purposes under this Agreement. In the event a city, county, or other governing authority where the Property is located (a "**Municipality**") requires a survey, plat or lot boundary adjustment to convey the Property (a "**Plat**"), the Donee shall obtain, at Donee's sole cost and expense, such Plat and the approval of such Municipality. BNSF shall execute all documents reasonably necessary for the Donee to obtain such Plat. BNSF's obligations hereunder are conditioned upon BNSF's approval of the Plat approved by the Municipality. Donee shall provide the proposed Plat to BNSF prior to submission to the Municipality and prior to the expiration of the Review Period.

(b) Donee shall have until the end of the Review Period to examine title to the Property. If Donee elects to obtain a title commitment for the Property Donee may deliver to BNSF no later than the expiration of the Review Period written notice of any objections to the status of title or matters reflected on the Survey that Donee may have together with a copy of such title commitment, Survey and all matters referenced therein. BNSF shall have no obligation to cure any such objection. If BNSF notifies Donee in writing that BNSF will cure any such objection BNSF (a) shall make good faith efforts to cure such matter by the Closing Date and if not cured by such date Donee may terminate this Agreement and neither party shall have any further obligation hereunder except those that expressly survive termination, and (b) may effect such cure by causing the title company issuing the title commitment to remove such matter as an exception from coverage by paying additional premium therefor or otherwise. If BNSF at any time notifies Donee in writing that BNSF is not willing or able to cure any of the such objections (including those which BNSF has previously endeavored to cure) then Donee or BNSF may terminate this Agreement by written notice to the other delivered within five (5) business days after BNSF so notifies Donee that BNSF is unwilling or unable to cure such objection. In the event of such termination neither party shall have any further obligation hereunder except those that expressly survive termination. If this Agreement is not so terminated, the parties shall proceed to Closing according to the remaining provisions of this Agreement.

(c) Prior to any entry upon the Property by Donee, Donee shall execute and deliver to BNSF an Entry and Confidentiality Agreement in the form attached hereto as Exhibit B and incorporated herein (the "**Entry Agreement**"). The terms and provisions of the Entry Agreement are incorporated herein, shall survive the Closing, shall not be merged into the Deed or any document delivered at Closing and shall survive any termination of this Agreement. Any breach by Donee of its obligations under the Entry Agreement shall be deemed a breach by Donee under this Agreement. Notwithstanding anything in this Agreement to the contrary, including the provisions of Section 6(a), nothing in this Agreement or the exercise of any remedy by BNSF under this Agreement shall limit or affect in any manner any remedy available to BNSF under the Entry Agreement in the event of a breach of Donee's obligations under the Entry Agreement.

(d) Donee shall have until the end of the Review Period to determine if the Property is suitable for Donee's purposes including, but not limited to, the status of zoning, physical characteristics and conditions of the Property, and compliance with applicable laws. If Donee determines that the Property is not suitable for Donee's purposes or if Donee for any reason or no reason wishes to terminate this Agreement, Donee may terminate this Agreement by written notice to BNSF received no later than the expiration of the Review Period. If Donee does so terminate this Agreement neither party shall have any further obligation hereunder except those that expressly survive termination. If Donee does not so terminate this Agreement prior to the end of the Review Period, the parties shall proceed to Closing

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according to the remaining provisions of this Agreement. Promptly upon BNSF's written request, Donee shall deliver a copy of any written inspection report, survey or test result received by Donee. If any of such items reveal any adverse conditions, BNSF may terminate this Agreement by written notice to Donee in which case neither party shall have any further obligation hereunder except those that expressly survive termination.

(e) Notwithstanding the foregoing provisions of Section 3(b), Donee shall not be entitled to object to any judgment against BNSF which may appear of record as a lien against the Property. BNSF shall pay such lien if and when it is judicially determined to be valid, and BNSF hereby indemnifies the Donee for all loss arising out of BNSF's failure to have a judgment lien so settled and satisfied. Notwithstanding the foregoing provisions of Section 3(b), Donee shall not be entitled to object to the lien of any of BNSF's mortgages. BNSF shall deliver to Donee, who shall place of record, good and sufficient releases of the liens of any mortgages on the Property securing indebtedness to which BNSF is obligated to pay within one hundred eighty (180) days after the first meeting of BNSF's Board of Directors held after the Closing. In the event BNSF shall be unable to obtain said releases for any reason, Donee may proceed to condemn any such lienhold interest, and BNSF shall be responsible for all the Donee's costs (including attorney's fees) associated with any such condemnation.

(f) Other Documents. BNSF shall make a diligent search for any of the following records in its possession:

1. All building plans and specifications. In particular, the City is interested in all as-builts of the Station.

2. All environmental documents related to the Station.

3. All leases, other than the Amtrak lease, operating agreements, concession agreements, etc.

4. Maintenance and operations records for the Station, including any bills or invoices for operations or maintenance in the last 5 years.

5. Any unresolved claims, lawsuits, agency actions involving the Station.

BNSF shall make any of the above records that it finds in its possession available to Donee for inspection and copying. Donee acknowledges and agrees that any such documents and reports that BNSF may discover have been provided for Donee's convenience, that BNSF does not make any representation or warranty concerning the accuracy or completeness of such documents, and that BNSF does not warrant that it has discovered every document in its possession that may meet Donee's request.

(g) BNSF shall remove all furniture, equipment, records, carpeting and other personal property from the second and third floors of the Property at least fifteen (15) days prior to the Closing Date.

CLOSING

4. (a) Subject to the terms of this Agreement, the Closing shall occur on the Closing Date. The Closing shall take place at Chicago Title Insurance Company, 1800 Columbia Tower, 701 Fifth Avenue, Seattle, WA 98104 (**"Escrow Agent"**). At the Closing Date Donee shall deliver the following to Escrow Agent:

(1) funds necessary to pay any closing costs associated with the conveyance of the Property to Donee;

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(2) the Donee Acknowledgement section of Internal Revenue Service Form 8283 in the form attached as Exhibit C (the "**Donation Acknowledgement**");

(3) the Charitable Contribution Receipt in the form attached as Exhibit D (the "**Contribution Receipt**");

(4) two counterparts of an Assignment and Assumption Agreement in the form attached as Exhibit E (the "**Assignment**");

(5) a Declaration of Restrictions, Covenants and Easements in the form attached as Exhibit F (the "**Declaration**"); and

(6) a Closing Statement and such other affidavits and certificates as are reasonably necessary or customary to consummate the transaction.

(b) Provided Donee has complied with all of its obligations under this Agreement, at Closing, BNSF shall deliver the following to Escrow Agent:

(1) a Quitclaim Deed in the form attached as Exhibit G (the "**Deed**") quitclaiming to Donee BNSF's interest, if any, in and to the Property;

(2) two counterparts of the Assignment;

(3) a Closing Statement and such other affidavits and certificates as are reasonably necessary or customary to consummate the transaction.

(c) Upon receipt of the deliveries described in this Section 4 and upon satisfaction of any escrow instructions provided by either of the parties that are not inconsistent with the terms of this Agreement, Escrow Agent shall do the following, in the following order:

(1) Assemble the counterparts of the Assignment;

(2) Deliver to BNSF (i) complete fully executed originals of the Donation Acknowledgment, Contribution Receipt, and Assignment to BNSF, and (ii) a copy of the Declaration;

(3) Deliver to Donee a complete fully executed original of the Assignment;

(4) Disburse any closing costs as shown on the Closing Statement;

(5) Record the Deed in the Recorder of Deeds Office for King County, Washington;

(6) Record the Declaration in the Recorder of Deeds Office for King County, Washington;

(7) When returned from recording, deliver to Donee the original Deed and a copy of the Declaration; and

(8) When returned from recording, deliver to BNSF a copy of the Deed and the original Declaration.

(d) After Closing BNSF and Donee shall each take such actions and execute and deliver such other documents or certificates that are necessary or advisable to (i) further effectuate the consummation

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of the transaction contemplated in this Agreement, or (ii) allow BNSF to take a tax deduction with regard to the donation described in this Agreement.

PRORATIONS AND CLOSING COSTS

5. (a) Real estate taxes and assessments payable or paid in the year of Closing shall be prorated by BNSF and Donee as of the Closing Date on the basis of the most recent ascertainable taxes assessed against the Property. If the Property is not separately assessed for tax purposes then there shall be no proration of taxes between Donee and BNSF, the parties shall cooperate post-Closing to cause the Property to be separately assessed and each party shall indemnify the other for any failure to pay real estate taxes and assessments due with respect to the properties constituting the tax parcel to which the Property is a part. Notwithstanding the foregoing, there shall be no proration for taxes to the extent the payment of same has been assumed by a tenant under an existing lease to be assigned to Donee. BNSF shall be responsible for all outstanding assessments on the Property levied or due to the date of Closing and afterward shall be paid by Donee.

(b) The parties shall cooperate so that utilities serving the Property that are not the responsibility of a tenant under a lease to be assigned to Donee at Closing, to the extent feasible, shall be switched into the name of Donee as of the Closing Date, so that a final statement can be issued to BNSF for the billing period ending on the Closing Date, and so that the first day of the first billing cycle in Donee's name can begin on the Closing Date. If, however, the final statement covering the final period of ownership by BNSF also includes periods of ownership by Donee, Donee shall pay BNSF at Closing the amount attributable to Donee's period of ownership. Donee shall be responsible to pay all utilities serving the Property due after Closing.

(c) Donee shall pay all closing costs associated with Closing including, but not limited to, any escrow fees, documentary stamps and other recording costs associated with this transaction, excise taxes, the cost of any state, county or local transfer taxes, the cost of the Survey, and the costs associated with any title insurance obtained by Donee.

(d) BNSF represents to the Donee that it has not entered into an agreement with any person for the sale of the Property which would entitle such person to a commission or other compensation for the sale of the Property. If any real estate broker or agent can establish a valid claim for commission or other compensation as a result of Donee having used their services in connection with the purchase of the Property, all such commission or other compensation shall be paid by Donee. BNSF shall not be liable for any real estate commissions or finders fees to any party with respect to the sale of the Property, except amounts due to Staubach Global Services – RR Inc. ("**Broker**") pursuant to a separate agreement. Donee acknowledges that Broker has advised and hereby advises Donee that the Broker is acting on behalf of the BNSF, with the duty to represent BNSF's interest, and Broker is not the agent of the Donee. If a policy of title insurance is to be obtained, Donee should obtain a commitment for title insurance which should be examined prior to closing by an attorney of Donee's choice. Prior to the execution of this Agreement, Broker has advised and hereby advises the principals of this transaction, that this Agreement is binding on them, and the principals hereby acknowledge that they have been so advised. Broker has no authority to execute any document on behalf of BNSF, make representations on behalf of BNSF or bind BNSF in any manner.

(e) The obligations of the parties in this Section 5, to the extent incurred, shall survive any termination of this Agreement.

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DEFAULT AND REMEDIES

6. (a) In the event of a default by Donee under the terms of this Agreement, BNSF's sole and exclusive remedies shall be: (a) terminate this Agreement whereupon the parties shall have no further obligations hereunder except those that expressly survive termination, or (b) waive such default and proceed Closing. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy BNSF may have at law or in equity for Donee's default or breach of any obligation hereunder to be performed by Donee after Closing.

(b) In the event of a default by BNSF under the terms of this Agreement, Donee's sole and exclusive remedies hereunder shall be to terminate this Agreement and receive an amount from BNSF not to exceed Five Thousand Dollars equal to the out-of-pocket expenses (including attorneys' fees) incurred by Donee in connection with this Agreement as evidenced by copies of third party invoices delivered to BNSF. Upon such termination and the payment of such sums by BNSF the parties shall have no further obligations hereunder except those that expressly survive termination. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Donee may have at law or in equity for BNSF's default or breach of any obligation hereunder to be performed by BNSF after Closing. Nothing contained herein shall limit any right Donee might otherwise have to condemn the Property.

NATURE OF SALE

7. (a) General The provisions of this Section 7 shall be binding on Donee, and its heirs, successors and assigns, shall be included in the Deed, shall be covenants running with the land and an equitable servitude on the land.

(b) As-Is Sale Donee acknowledges that, subject to the terms of this Agreement, it will have been given the opportunity to inspect and investigate the Property prior to Closing, including, but not limited to, the environmental condition of the Property. **DONEE SPECIFICALLY ACKNOWLEDGES THAT BNSF IS SELLING AND DONEE IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL KNOWN OR UNKNOWN PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM BNSF AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance of the Property, including any operations and activities conducted on the Property, with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the developmental potential of the Property, and Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; the condition of title to the Property, and the leases, easements, permits, orders, licensees, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"). Donee represents and warrants to BNSF that Donee has not relied and will not rely on, and BNSF is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by BNSF,

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the manager of the Property, or any real estate broker or agent representing or purporting to represent BNSF, to whomever made or given, directly or indirectly, orally or in writing.

(c) Assumption of Risks Donee assumes the risk that Hazardous Substances impact soil and groundwater at the Property and assumes the risk that other adverse matters may affect the Property that were not revealed in the analytical results provided by BNSF or by Donee's inspection. Donee assumes and agrees to pay for, perform and discharge in due course all liabilities for all environmental, ecological, health or other claims pertaining to the Property which relate to Condition of the Property or operations and activities conducted at the Property on or prior to the closing date, including, but not limited to, conducting any investigation, removal or remedial actions or implementing any institutional controls required by any state, federal or local authority or required by any Environmental Law imposing liability on any person for the existence of Hazardous Substances at the Property.

(d) Release Donee hereby unconditionally waives, releases, covenants not to sue, and discharges forever BNSF and BNSF's officers, directors, shareholders, employees and agents from any and all present or future claims, demands, suits, damages, Losses (defined below), injuries, liabilities, causes of actions, costs, expenses, fines, penalties, judgments (including, without limitation, attorneys' fees and legal costs) of any and every kind or character, known or unknown, which Donee could presently or in the future assert or allege against BNSF and BNSF's officers, directors, shareholders, employees and agents arising from or in any way related, in whole or part, to the Condition of the Property.

(e) Indemnity. **TO THE FULLEST EXTENT PERMITTED BY LAW, DONEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD BNSF HARMLESS FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS, SUITS, DAMAGES, LOSSES (DEFINED BELOW), INJURIES, LIABILITIES, CAUSES OF ACTIONS, COSTS, EXPENSES, FINES, PENALTIES, JUDGMENTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LEGAL COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH DONEE COULD PRESENTLY OR IN THE FUTURE ASSERT OR ALLEGE AGAINST BNSF AND BNSF'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS ARISING FROM OR IN ANY WAY RELATED, IN WHOLE OR PART, TO THE CONDITION OF THE PROPERTY, EVEN IF ARISING FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY ACT, OMISSION OR NEGLIGENCE OF BNSF. THE ONLY LIABILITIES WITH RESPECT TO WHICH DONEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.**

(f) Defense. Upon written notice from BNSF, Donee agrees to assume the defense of any lawsuit or other proceeding brought against BNSF by any entity, relating to any matter for which Donee has an obligation to assume liability for and/or save and hold harmless BNSF. Donee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

(g) Definitions The term "**Losses**" includes without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, and (b) damages for injury or death of any person. The term "**Environmental Law**" means any past, present or future federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including, but not limited to, the Resource

CITY CLERK

Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Oil Pollution Act and any similar or comparable state or local law. The term "**Hazardous Substance**" means any "hazardous substance," "hazardous material," "solid waste," "hazardous waste," "oil," "pollutant," "contaminant," "hazardous air pollutant," "toxic chemical," "radioactive substance," "infectious substance," petroleum or petroleum product," "extremely hazardous substance," "pesticide," "chemical substance," "asbestos," "microorganism," or related substance in any quantity as those terms are generally understood or as those terms are now or hereafter defined in, or regulated by, any Environmental Law.

RESERVATIONS

8. The obligations in this Section 8 shall be binding upon Donee and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land benefiting BNSF and BNSF's successors and assigns. Donee may object to the reservations set forth in Section 8(a) below in accordance with the provision of Section 3 and if BNSF is unwilling or unable to cure such objection either party may terminate this Agreement as set forth in Section 3.

(a) Donee's interest in the Property is subject to the rights of National Passenger Railroad Corporation ("**Amtrak**") in and to the Property pursuant to (i) the Rail Passenger Service Act (49 U.S.C. 24309 et seq.) as amended, and (ii) the agreement between Amtrak and the predecessors in interest of BNSF dated September 1, 1996 concerning, in part, the provision of BNSF facilities to Amtrak. Donee shall provide Amtrak with operating capacity within the Property on conditions and terms that will satisfy and be entirely consistent with all of BNSF's obligations to Amtrak in such regard. Occupancy and/or uses by Amtrak may include the right of Amtrak to contract for limited food services within the Property incidental to its operations. It is the intent of the parties that Amtrak's rights with respect to the Property will not, in any way, be changed due to the donation of the Property by BNSF to Donee.

(b) Donee's interest shall be subject to the rights and interests of all third parties in and to the Property including, but not limited to, all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property and whether or not of public record. Donee and BNSF acknowledge and agree that any revenue that may accrue to BNSF from such interest holders is de minimis.

(c) BNSF shall have a perpetual easement on the Property for the use of any presently existing or future driveways, roads, or access ways located on the Property for purposes of vehicular and pedestrian ingress and egress to and from BNSF's right of way for the purpose of maintaining, repairing, operating or repairing such right of way. It is understood and agreed by BNSF and Donee that such use does not unduly burden Donee's intended use of the Property.

(d) Any improvements constructed or altered on the Property after the date BNSF quitclaims its interest to Donee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of BNSF's railroad tracks on nearby property.

(e) Donee acknowledges and affirms that BNSF may not hold fee simple title to the Property, that BNSF's interest in the Property, if any, may rise only to the level of an easement for railroad purposes. Donee is willing to accept BNSF's title to the Property, if any, on this basis and expressly releases BNSF, its successors and assigns from any claims that Donee or its successors may have as a result of an abandonment of the line of rail running over or adjacent to the Property. In light of BNSF's disclosure that it may not hold a fee interest in the Property, Donee agrees to indemnify, defend and hold BNSF harmless from any suit or claim for damages, punitive or otherwise, expenses, attorneys' fees, or

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civil penalties that may be imposed on BNSF as the result of any person or entity claiming an interest in the Property or claiming that BNSF did not have the right to transfer the Property to Donee.

REPRESENTATIONS

9. Donee represents and warrants to BNSF that if Donee is other than a natural person or persons that it is a validly formed city under the laws of the State of Washington; that it is in good standing in the state of its organization and in the state in which the Property is located; that it has all requisite authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Donee are duly authorized to so do. Donee represents and warrants to BNSF that it is not subject to any bankruptcy proceeding. BNSF represents and warrants to Donee that it is a validly formed corporation under the laws of the State of Delaware; that it is in good standing in the state of its organization and in the state in which the Property is located; that it is not subject to any bankruptcy proceeding; that it has all requisite corporate authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of BNSF are duly authorized to so do. It shall be a condition of each party's obligations to Close this transaction that the representations and warranties of the other party contained herein are true and accurate as of Closing, provided, however that if one party waives such condition by proceeding to Close with knowledge that any of the second party's representations or warranties are inaccurate, the second party shall have no liability with respect to such inaccuracy known by the first party.

MISCELLANEOUS

10. (a) Any notice under this Agreement must be written. Notices must be either (i) hand-delivered; (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient; (iii) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that such transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received. All notices shall be addressed to the address of the recipient indicated below the signature of such party below. Either party may change its address for notice by proper notice to the other party.

(b) Nothing in this Agreement shall prevent BNSF from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

(c) If, prior to Closing, the Property or any portion thereof is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain to any extent whatsoever then either party may terminate this Agreement by written notice to the other within thirty (30) days after notice of such fact (but in any event prior to Closing). If so terminated, neither party shall have any further obligations hereunder except those that expressly survive termination. If not so terminated the parties shall proceed with the Closing.

(d) Time is of the essence of each of the party's respective obligations under this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

(e) This Agreement and, to the extent executed, the Entry Agreement, contains the entire Agreement between BNSF and Donee with respect to the Property. Oral statements or prior written matters not specifically incorporated into this Agreement are superceded hereby. No variation, modification, or change to this Agreement or the Entry Agreement shall bind either party unless set forth in a document signed by both parties. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any

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term of this Agreement. The captions above the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Each party has had the opportunity to have counsel review this Agreement and the Entry Agreement and, therefore, no rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement, the Entry Agreement or any closing document. This Agreement and the Entry Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute the same Agreement. This Agreement and the Entry Agreement are intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the Entry Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement and the Entry Agreement (to the extent executed) shall continue in full force and effect, but without giving effect to such term or provision.

(f) Donee may not assign its interest in this Agreement or the Entry Agreement without BNSF's prior written consent. The provisions of this Agreement and, to the extent executed, the Entry Agreement, shall bind BNSF, the Donee, and their heirs, executors, administrators, successors and assigns and shall and inure to the benefit of the BNSF, the Donee and their heirs, executors, administrators, permitted successors and assigns. If Donee is more than one person or entity, Donee's obligations under this Agreement and, to the extent executed, the Entry Agreement shall be joint and several.

(g) Unless otherwise herein provided, any conveyance shall exclude BNSF's railroad tracks and appurtenances thereto, all of which may be removed by BNSF within 90 days following conveyance of the Property, and if not removed, shall be deemed abandoned by the BNSF without obligation on the BNSF's part and shall thereafter be and become the Property of the Donee in place. Notwithstanding the foregoing, BNSF shall not have to remove any improvements or fixtures for which an easement has been reserved hereunder or in the deed.

(h) BNSF is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder. BNSF shall, upon request of Donee, complete an affidavit to this effect and deliver it to Donee on or before closing of said sale.

(i) The provisions of Sections 5-8 and Section 10 of this Agreement shall survive Closing and shall not be merged into the Deed or any other document delivered at Closing. The provisions of Section 9 of this Agreement shall survive Closing for a period of one year and shall not be merged into the Deed or any other document delivered at Closing. Nothing in this section shall alter any requirement in any other Section of this Agreement for the provisions of such section to be incorporated into the Deed, such as Sections 7 and 8.

(j) If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and discovery or investigation expenses in addition to any other relief to which that party may be entitled.

(k) BNSF AND DONEE IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

(l) The following exhibits are attached hereto and incorporated herein:

Exhibit A: Depiction of Property
Exhibit B: Entry Agreement

DMS CITY CLERK

Exhibit C:	IRS Form 8283
Exhibit D:	Form of Contribution Receipt
Exhibit E:	Form of Assignment
Exhibit F:	Form of Declaration
Exhibit G:	Form of Deed

[Remainder of Page Intentionally Left Blank]

CITY CLERK

IN WITNESS WHEREOF, Donee and BNSF have executed this Agreement to be effective as of the Effective Date.

DONEE:

CITY OF SEATTLE, WASHINGTON

By:_____
Print Name:_____
Title:_____

Donee's Address:

_____
_____
_____
Attn:_____
Fax:_____
Phone:_____

Donee's SSN or EIN:_____

BNSF:

BNSF RAILWAY COMPANY

By:_____
Print Name:_____
Title:_____

BNSF's Address:

2500 Lou Menk Drive
AOB-3
Fort Worth, TX 76131
Attn: Mark Ude

_____
Date of BNSF's Execution (Effective Date)

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EXHIBIT A

[Attach Map showing Property cross-hatched in black]

CITY CLERK

SDOT

Gregory J. Nickels, Mayor

Seattle Department of Transportation

Grace Crunican, Director

4-1-08

TO: Office Supervisor

FROM: Susan Mueller
SDOT

SUBJECT: Attached official documents to be put into ordinance file

I spoke with Ernie Dornfeld last week about how to get these documents officially into the King Street Station Ordinance file (Ord # 122312), and he said to address them to your attention.

Attached for filing are:

Real Estate Donation Agreement (original)

Quit Claim Deed recorded on February 15, 2008 under King County Recorder's Number 20080215002336 (conformed copy)

Excise Tax Affidavit recorded under King County Recorder's Number 233010 (conformed copy)

Aerial Canopy Easement Agreement recorded under King County Recorder's Number 20080215002338 (original)

Agreement Re: Partial Assignment of Access Area Use Rights recorded under King County Recorder's Number 20080215002337 (original)

Bill of Sale and Assignment (original)

Consent and Agreement (original)

Charitable Contribution Receipt (copy)

IRS Form 8283-9 (copy)

Seattle Municipal Tower, 700 5th Avenue, Suite 3900, PO Box 34996, Seattle, WA 98124-4996
Tel: (206) 684-ROAD (684-7623), TTY/TDD (206) 684-4009, FAX: (206) 684-5180
Internet address: http://www.seattle.gov/transportation
An equal opportunity employer. Accommodations for people with disabilities provided on request.

GCIU 804-M

Real Estate Donation Agreement
(Original)

REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement ("**Agreement**") is entered into as of the Effective Date (defined below) between THE CITY OF SEATTLE, WASHINGTON ("**Donee**") and BNSF RAILWAY COMPANY ("**BNSF**"). This Agreement shall not be binding upon either party unless and until both parties have executed and delivered this Agreement. The submission of this document by BNSF to Donee shall not constitute an offer to sell, donate or transfer by BNSF.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BNSF and Donee agree as follows:

GENERAL TERMS AND DEFINITIONS

1. The following terms shall have the meanings set forth below:

Closing. The consummation of the transactions contemplated in this Agreement, which shall be deemed to have occurred when both parties have delivered the items contemplated in Section 4 of this Agreement.

Closing Date. On ~~January 31, 2008~~ February 15, 2008, or such earlier date as the parties may agree.

Effective Date The date of BNSF's execution of this Agreement as indicated below BNSF's signature hereto.

Lease That certain Station Lease Agreement dated February 27, 2003, between BNSF and National Railroad Passenger Corporation ("**Amtrak**").

Property That parcel of land situated in the City of Seattle, County of King and State of Washington and the building located thereon, designated as "Proposed Donation Area" and shown as outlined in red on the map marked Exhibit A-1 attached hereto and made a part hereof, subject to revision as set forth below in Section 3, together with BNSF's rights as landlord, in and to the Lease. The Property is legally described on Exhibit A-2.

Review Period The period expiring on the Effective date.

DONATION

2. (a) Subject to the terms and conditions set forth in this Agreement, BNSF agrees to quitclaim to Donee, and Donee agrees to accept from BNSF, all of BNSF's right, title and interest (if any), in and to the Property, subject to reservation of an access, ingress and egress easement on the North and West sides of the Property as more fully described in the Quit Claim Deed attached hereto as Exhibit B (the "**Deed**").

(b) Subject to the terms and conditions set forth in this Agreement, BNSF agrees to grant to Donee at Closing, and Donee agrees to accept from BNSF, an aerial easement (the "**Aerial Canopy Easement**") to allow certain building canopies to extend over platforms retained by BNSF on the East and South sides of the Property. The area burdened by the Aerial Canopy Easement is designated as "Aerial Easement to be Granted for Building Overhang" on the map marked as Exhibit A-1, is hatched yellow on Exhibit A-1, and is legally described in two parcels on Exhibit A-3. The form of the Aerial Canopy Easement is attached as Exhibit F.

(c) Subject to the terms and conditions set forth in this Agreement, BNSF agrees to assign to Donee at Closing, without representation or warranty, the right to have access for pedestrian and vehicle ingress and egress over and upon a certain tract of land west of the Property (the "**Access Area**") in

which BNSF has an interest under an easement subject to a reservation by BNSF of certain access and parking rights. The Access Area is designated as "Proposed Partial Assignment of Easement for Ingress and Egress" on the map marked as Exhibit A-1, is shown as hatched pink on the map marked as Exhibit A-1, and is legally described on Exhibit A-4. The right to use the Access Area shall be granted by a Partial Assignment of Access Area Use Rights ("**Partial Assignment**") in the form attached as Exhibit G.

(d) Subject to the terms and conditions set forth in this Agreement, BNSF agrees to assign to Donee at Closing, without representation or warranty, the Lease pursuant to an Assignment and Assumption Agreement in the form attached hereto as Exhibit E. At Closing the parties shall execute a Consent and Agreement regarding assignment of the Lease in the form attached as Exhibit H (the "**Consent**"). Prior to Closing, the parties shall cooperate in obtaining execution of the Consent by Amtrak.

INSPECTION

3. (a) BNSF has prepared legal descriptions of the Property, the Aerial Canopy Easement area, and the Access Area (the "**Legal Descriptions**") which are attached as Exhibit A-2, Exhibit A-3 and Exhibit A-4 respectively. Donee shall have ten (10) days following the Effective Date to notify BNSF in writing if Donee objects to one or more of the Legal Descriptions. If Donee does not so object, then the Legal Descriptions shall be the definition of the Property, the Aerial Canopy Easement area, and the Access Area for all purposes under this Agreement. If Donee does so object to one or more of the Legal Descriptions, then Donee shall cause to be prepared a survey of the Property, the Aerial Canopy Easement area, or the Access Area at issue, at Donee's sole cost and expense, which shall be certified to BNSF, Donee and such other parties as Donee may choose showing the boundaries of the Property, the Aerial Canopy Easement area, or the Access Area at issue and any improvements located thereon (the "**Survey**"). If BNSF does not agree that the description of the Property, the Aerial Canopy Easement area, or the Access Area contained on the Survey is correct or otherwise objects to the Survey, BNSF may terminate this Agreement by written notice to Donee and neither party shall have any further obligation hereunder except those that expressly survive termination. If BNSF agrees in writing that the Survey description is accurate, then the description thereon shall be the definition of the Property, the Aerial Canopy Easement area, or the Access Area at issue for all purposes under this Agreement. In the event a city, county, or other governing authority where the Property is located (a "**Municipality**") requires a survey, plat or lot boundary adjustment to convey the Property, the Aerial Canopy Easement area, or the Access Area interests (a "**Plat**"), the Donee shall obtain, at Donee's sole cost and expense, such Plat and the approval of such Municipality. BNSF shall execute all reasonably necessary documents for such adjustment. BNSF's obligations hereunder are conditioned upon BNSF's approval of the Plat approved by the Municipality. Donee shall provide the proposed Plat to BNSF prior to submission to the Municipality and prior to the expiration of the Review Period.

(b) Donee shall have until the end of the Review Period to examine title to the Property. If Donee elects to obtain a title commitment for the Property, the Aerial Canopy Easement area, or the Access Area, Donee may deliver to BNSF no later than the expiration of the Review Period written notice of any objections to the status of title or matters reflected on the Survey that Donee may have together with a copy of such title commitment, Survey and all matters referenced therein. BNSF shall have no obligation to cure any such objection. If BNSF notifies Donee in writing that BNSF will cure any such objection BNSF (a) shall make good faith efforts to cure such matter by the Closing Date and if not cured by such date Donee may terminate this Agreement and neither party shall have any further obligation hereunder except those that expressly survive termination, and (b) may effect such cure by causing the title company issuing the title commitment to remove such matter as an exception from coverage by paying additional premium therefor or otherwise. If BNSF at any time notifies Donee in writing that BNSF is not willing or able to cure any of such objections (including those which BNSF has previously endeavored to cure), then Donee or BNSF may terminate this Agreement by written notice to the other delivered within five (5) business days after BNSF so notifies Donee that BNSF is unwilling or unable to cure such objection. In the event of such termination neither party shall have any further obligation hereunder except those that expressly survive termination. If this Agreement is not so terminated, the parties shall proceed to Closing according to the remaining provisions of this Agreement.

(c) Donee acknowledges that the Property is located in the Pioneer Square Historic Preservation District and is subject to the requirements and limitations imposed by such district.

(d) Donee shall have until the end of the Review Period to determine if the Property is suitable for Donee's purposes including, but not limited to, the status of zoning, physical characteristics and conditions of the Property, and compliance with applicable laws. If Donee determines that the Property is not suitable for Donee's purposes or if Donee for any reason or no reason wishes to terminate this Agreement, Donee may terminate this Agreement by written notice to BNSF received no later than the expiration of the Review Period. If Donee does so terminate this Agreement neither party shall have any further obligation hereunder except those that expressly survive termination. If Donee does not so terminate this Agreement prior to the end of the Review Period, the parties shall proceed to Closing according to the remaining provisions of this Agreement. Promptly upon BNSF's written request, Donee shall deliver a copy of any written inspection report, survey or test result received by Donee. If any of such items reveal any adverse conditions, BNSF may terminate this Agreement by written notice to Donee in which case neither party shall have any further obligation hereunder except those that expressly survive termination.

(e) Notwithstanding the foregoing provisions of Section 3(b), Donee shall not be entitled to object to any judgment against BNSF which may appear of record as a lien against the Property. BNSF shall pay such lien if and when it is judicially determined to be valid, and BNSF hereby indemnifies the Donee for all loss arising out of BNSF's failure to have a judgment lien so settled and satisfied. Notwithstanding the foregoing provisions of Section 3(b), Donee shall not be entitled to object to the lien of any of BNSF's mortgages. BNSF shall deliver to Donee, who shall place of record, good and sufficient releases of the liens of any mortgages on the Property securing indebtedness to which BNSF is obligated to pay within one hundred eighty (180) days after the first meeting of BNSF's Board of Directors held after the Closing. In the event BNSF shall be unable to obtain said releases for any reason, Donee may proceed to condemn any such lienholder interest, and BNSF shall be responsible for all the Donee's reasonable out-of-pocket costs (including attorney's fees) associated with any such condemnation .

(f) BNSF has made available for Donee to inspect and copy, documents related to the existing condition of the Property including, but not limited to, leases, easements, contracts or permits encumbering the Property and third party reports that relate to the condition of the Property. Donee acknowledges and agrees that such documents and reports have been provided for Donee's convenience, that BNSF does not make any representation or warranty concerning the accuracy or completeness thereof, and that Donee will rely solely on its own investigations and due diligence concerning the Property.

(g) BNSF, at its sole cost, risk and expense but with Donee's cooperation in regard to scheduling and the provision of access, shall remove all furniture, equipment, records, carpeting and other personal property from the second and third floors of the Property within ninety (90) days after the Closing Date. On the date that is ninety (90) or more days after the Closing Date, Donee shall inspect the status of such removal and if Donee is not satisfied with the status of such removal then Donee may remove and dispose of such personal property and recover its reasonable out-of-pocket costs therefor from BNSF.

CLOSING

4. (a) Subject to the terms of this Agreement, the Closing shall occur on the Closing Date. The Closing shall take place at Chicago Title Insurance Company, 1800 Bank of America Tower, 701 Fifth Avenue, Seattle, WA 98104 (**"Escrow Agent"**).

(b) At the Closing, Donee shall deliver the following to Escrow Agent:

(1) funds necessary to pay any closing costs associated with the conveyance of the Property to Donee;

(2) the Donee Acknowledgement section of Internal Revenue Service Form 8283 in the form attached as Exhibit C (the "**Donation Acknowledgement**");

(3) the Charitable Contribution Receipt in the form attached as Exhibit D (the "**Contribution Receipt**");

(4) two counterparts of an Assignment and Assumption Agreement in the form attached as Exhibit E (the "**Assignment**");

(5) the Aerial Canopy Easement in the form attached as Exhibit F;

(6) the Partial Assignment in the form attached as Exhibit G;

(7) the Consent in the form attached as Exhibit H; and

(8) a Closing Statement and such other affidavits and certificates as are reasonably necessary or customary to consummate the transaction.

(c) Provided Donee has complied with all of its obligations under this Agreement, at Closing, BNSF shall deliver the following to Escrow Agent:

(1) a Quitclaim Deed in the form attached as Exhibit G (the "**Deed**") quitclaiming to Donee BNSF's interest, if any, in and to the Property;

(2) two counterparts of the Assignment;

(3) the Aerial Canopy Easement;

(4) the Partial Assignment;

(5) the Consent; and

(6) a Closing Statement and such other affidavits and certificates as are reasonably necessary or customary to consummate the transaction.

(d) Upon receipt of the deliveries described in this Section 4 and upon satisfaction of any escrow instructions provided by either of the parties that are not inconsistent with the terms of this Agreement, Escrow Agent shall do the following, in the following order:

(1) Assemble the counterparts of the Assignment;

(2) Deliver to BNSF (i) complete fully executed originals of the Donation Acknowledgment, Contribution Receipt, Assignment and IRS Letter to BNSF, (ii) a copy of the Declaration, and the original Consent;

(3) Deliver to Donee a complete fully executed original of the Assignment;

(4) Disburse any closing costs as shown on the Closing Statement;

(5) Record the Deed in the Recorder of Deeds Office for King County, Washington;

(6) Record the Declaration in the Recorder of Deeds Office for King County, Washington;

(7) Record the Aerial Canopy Easement;

(8) Record the Partial Assignment;

(9) When returned from recording, deliver to Donee the original Deed, the original Aerial Canopy Easement, the original Partial Assignment, and a copy of the Declaration; and

(10) When returned from recording, deliver to BNSF a copy of the Deed, a copy of the Aerial Canopy Easement, a copy of the Partial Assignment, and the original Declaration.

(e) After Closing BNSF and Donee shall each take such actions and execute and deliver such other documents or certificates that are necessary or advisable to (i) further effectuate the consummation of the transaction contemplated in this Agreement, or (ii) allow BNSF to take a tax deduction with regard to the donation described in this Agreement.

PRORATIONS AND CLOSING COSTS

5. (a) Real estate taxes and assessments payable or paid in the year of Closing shall be prorated by BNSF and Donee as of the Closing Date on the basis of the most recent ascertainable taxes assessed against the Property. If the Property is not separately assessed for tax purposes then there shall be no proration of taxes between Donee and BNSF, the parties shall cooperate post-Closing to cause the Property to be separately assessed and each party shall indemnify the other for any failure to pay real estate taxes and assessments due with respect to the properties constituting the tax parcel to which the Property is a part. Notwithstanding the foregoing, there shall be no proration for taxes to the extent the payment of same has been assumed by a tenant under an existing lease to be assigned to Donee. BNSF shall be responsible for all assessments on the Property levied or due to the date of Closing and after the date of Closing all such assessments shall be the responsibility of the Donee.

(b) The parties shall cooperate so that all utilities serving the Property, including electrical, water, steam, and telecommunications utilities that are not the responsibility of a tenant under a lease to be assigned to Donee at Closing, to the extent feasible, shall be switched into the name of Donee as of the Closing Date, so that a final statement can be issued to BNSF for the billing period ending on the Closing Date, and so that the first day of the first billing cycle in Donee's name can begin on the Closing Date. If, however, the final statement covering the final period of ownership by BNSF also includes periods of ownership by Donee, Donee shall pay BNSF at Closing the amount attributable to Donee's period of ownership. Donee shall be responsible to pay for all utilities serving the Property from and after Closing. Donee shall be responsible for segregating all utilities serving the Property , providing separate meters for the utilities, and maintaining and repairing such utilities. Donee shall assume and pay all costs, expenses and liabilities associated with such work. From and after Closing, BNSF shall have no obligation, responsibility or liability for utilities serving the property.

(c) Donee shall pay all closing costs associated with Closing including, but not limited to, any escrow fees, documentary stamps and other recording costs associated with this transaction, excise taxes, the cost of any state, county or local transfer taxes, the cost of the Survey, and the costs associated with any title insurance obtained by Donee.

(d) BNSF represents to the Donee that it has not entered into an agreement with any person for the sale of the Property which would entitle such person to a commission or other compensation for the sale of the Property. If any real estate broker or agent can establish a valid claim for commission or other compensation as a result of Donee having used their services in connection with the purchase of the Property, all such commission or other compensation shall be paid by Donee. BNSF shall not be liable for any real estate commissions or finders fees to any party with respect to the sale of the Property.

(e) The obligations of the parties in this Section 5, to the extent incurred, shall survive any termination of this Agreement.

DEFAULT AND REMEDIES

6. (a) In the event of a default by Donee under the terms of this Agreement, BNSF's sole and exclusive remedies shall be: (a) terminate this Agreement whereupon the parties shall have no further obligations hereunder except those that expressly survive termination, or (b) waive such default and proceed Closing. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy BNSF may have at law or in equity for Donee's default or breach of any obligation hereunder to be performed by Donee after Closing.

(b) In the event of a default by BNSF under the terms of this Agreement, Donee's sole and exclusive remedies hereunder shall be to terminate this Agreement and receive an amount from BNSF not to exceed Five Thousand Dollars equal to the out-of-pocket expenses (including attorneys' fees) incurred by Donee in connection with this Agreement as evidenced by copies of third party invoices delivered to BNSF. Upon such termination and the payment of such sums by BNSF the parties shall have no further obligations hereunder except those that expressly survive termination. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Donee may have at law or in equity for BNSF's default or breach of any obligation hereunder to be performed by BNSF after Closing. Nothing contained herein shall limit any right Donee might otherwise have to condemn the Property.

NATURE OF SALE

7. (a) General. The provisions of this Section 7 shall be binding on Donee, and its heirs, successors and assigns, shall be included in the Deed, shall be covenants running with the land and an equitable servitude on the land.

(b) As-Is Sale. Donee acknowledges that, subject to the terms of this Agreement, it will have been given the opportunity to inspect and investigate the Property prior to Closing, including, but not limited to, the environmental condition of the Property. **DONEE SPECIFICALLY ACKNOWLEDGES THAT BNSF IS SELLING AND DONEE IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL KNOWN OR UNKNOWN PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM BNSF AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance of the Property, including any operations and activities conducted on the Property, with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the developmental potential of the Property, and Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; the condition of title to the Property, and the leases, easements, permits, orders, licensees, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"). Donee represents and warrants to BNSF that Donee has not relied and will not rely on, and BNSF is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by BNSF, the manager of the Property, or any real estate broker or agent representing or purporting to represent BNSF, to whomever made or given, directly or indirectly, orally or in writing.

(c) Assumption of Risks. Donee assumes the risk that Hazardous Substances impact soil and groundwater at the Property and assumes the risk that other adverse matters may affect the Property that were not revealed in the analytical results provided by BNSF or by Donee's inspection. Donee assumes and agrees to pay for, perform and discharge in due course all liabilities for all environmental,

ecological, health or other claims pertaining to the Property which relate to Condition of the Property or operations and activities conducted at the Property on or prior to the closing date, including, but not limited to, conducting any investigation, removal or remedial actions or implementing any institutional controls required by any state, federal or local authority or required by any Environmental Law imposing liability on any person for the existence of Hazardous Substances at the Property.

(d) Release. Donee hereby unconditionally waives, releases, covenants not to sue, and discharges forever BNSF and BNSF's officers, directors, shareholders, employees and agents from any and all present or future claims, demands, suits, damages, Losses (defined below), injuries, liabilities, causes of actions, costs, expenses, fines, penalties, judgments (including, without limitation, attorneys' fees and legal costs) of any and every kind or character, known or unknown, which Donee could presently or in the future assert or allege against BNSF and BNSF's officers, directors, shareholders, employees and agents arising from or in any way related, in whole or part, to the Condition of the Property.

(e) Indemnity. **TO THE FULLEST EXTENT PERMITTED BY LAW, DONEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD BNSF HARMLESS FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS, SUITS, DAMAGES, LOSSES (DEFINED BELOW), INJURIES, LIABILITIES, CAUSES OF ACTIONS, COSTS, EXPENSES, FINES, PENALTIES, JUDGMENTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LEGAL COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH DONEE COULD PRESENTLY OR IN THE FUTURE ASSERT OR ALLEGE AGAINST BNSF AND BNSF'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS ARISING FROM OR IN ANY WAY RELATED, IN WHOLE OR PART, TO THE CONDITION OF THE PROPERTY, EVEN IF ARISING FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY ACT, OMISSION OR NEGLIGENCE OF BNSF. THE ONLY LIABILITIES WITH RESPECT TO WHICH DONEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.**

(f) Defense. Upon written notice from BNSF, Donee agrees to assume the defense of any lawsuit or other proceeding brought against BNSF by any entity, relating to any matter for which Donee has an obligation to assume liability for and/or save and hold harmless BNSF. Donee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

(g) Definitions. The term "**Losses**" includes without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, and (b) damages for injury or death of any person. The term "**Environmental Law**" means any past, present or future federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Oil Pollution Act and any similar or comparable state or local law. The term "**Hazardous Substance**" means any "hazardous substance," "hazardous material," "solid waste," "hazardous waste," "oil," "pollutant," "contaminant," "hazardous air pollutant," "toxic chemical," "radioactive substance," "infectious substance," petroleum or petroleum product," "extremely hazardous substance," "pesticide," "chemical substance," "asbestos," "microorganism," or related substance in any quantity as those terms are generally understood or as those terms are now or hereafter defined in, or regulated by, any Environmental Law.

RESERVATIONS

8. The obligations in this Section 8 shall be binding upon Donee and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land benefiting BNSF and

BNSF's successors and assigns. Donee may object to the reservations set forth in Section 8(a) below in accordance with the provision of Section 3 and if BNSF is unwilling or unable to cure such objection either party may terminate this Agreement as set forth in Section 3.

(a) Donee's interest in the Property is subject to the rights of **Amtrak** in and to the Property pursuant to (i) the Rail Passenger Service Act (49 U.S.C. 243 et seq.) as amended, and (ii) the agreement between Amtrak and the predecessors in interest of BNSF dated September 1, 1996 concerning, in part, the provision of BNSF facilities to Amtrak. Donee shall provide Amtrak with operating capacity within the Property on conditions and terms that will satisfy and be entirely consistent with all of BNSF's obligations to Amtrak in such regard. Occupancy and/or uses by Amtrak may include the right of Amtrak to contract for limited food services within the Property incidental to its operations. It is the intent of the parties that Amtrak's rights with respect to the Property will not, in any way, be changed due to the donation of the Property by BNSF to Donee.

(b) Donee's interest shall be subject to the rights and interests of all third parties in and to the Property including, but not limited to, all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property and whether or not of public record. Donee and BNSF acknowledge and agree that any revenue that may accrue to BNSF from such interest holders is de minimis.

(c) BNSF, its successors and assigns shall have a perpetual easement on the Property for the use by BNSF, its tenants, invitees, licensees and designees of any presently existing or future driveways, roads, or access ways located on the Property for purposes of vehicular and pedestrian ingress and egress to and from BNSF's right of way for the purpose of maintaining, repairing, operating or repairing such right of way. It is understood and agreed by BNSF and Donee that such use does not unduly burden Donee's intended use of the Property. BNSF shall have and hold said easement for so long as same shall be used for ingress, egress and access purposes and until BNSF, its successors or assigns, shall cease use for such purposes with the intent to abandon said easement.

(d) Any improvements constructed or altered on the Property after the date BNSF quitclaims its interest to Donee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of BNSF's railroad tracks on nearby property.

(e) BNSF, its successors and assigns shall have a perpetual easement for the use by BNSF, its tenants, invitees, licensees and designees over and across that portion of the Property which is designated as "Easement Reserved for Ingress & Egress" on Exhibit A-1, shown as hatched blue on Exhibit A-1, and legally described on Exhibit A-5 for ingress, egress and access purposes. It is understood and agreed by BNSF and Donee that such use does not unduly burden Donee's intended use of the Property. BNSF shall have and hold said easement for so long as same shall be used for ingress, egress and access purposes and until BNSF, its successors or assigns shall cease use for such purposes with the intent to abandon said easement. BNSF's easement shall be recorded as a reservation in the Deed.

(f) Donee acknowledges and affirms that BNSF may not hold fee simple title to the Property, that BNSF's interest in the Property, if any, may rise only to the level of an easement for railroad purposes. Donee is willing to accept BNSF's title to the Property, if any, on this basis and expressly releases BNSF, its successors and assigns from any claims that Donee or its successors may have as a result of an abandonment of the line of rail running over or adjacent to the Property. In light of BNSF's disclosure that it may not hold a fee interest in the Property, Donee agrees to indemnify, defend and hold BNSF harmless from any suit or claim for damages, punitive or otherwise, expenses, attorneys' fees, or civil penalties that may be imposed on BNSF as the result of any person or entity claiming an interest in the Property or claiming that BNSF did not have the right to transfer the Property to Donee.

REPRESENTATIONS

9. Donee represents and warrants to BNSF that if Donee is other than a natural person or persons that it is a validly formed city under the laws of the State of Washington; that it is in good standing in the state of its organization and in the state in which the Property is located; that it has all requisite authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Donee are duly authorized to so do. Donee represents and warrants to BNSF that it is not subject to any bankruptcy proceeding. BNSF represents and warrants to Donee that it is a validly formed corporation under the laws of the State of Delaware; that it is in good standing in the state of its organization and in the state in which the Property is located; that it is not subject to any bankruptcy proceeding; that it has all requisite corporate authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of BNSF are duly authorized to so do. It shall be a condition of each party's obligations to Close this transaction that the representations and warranties of the other party contained herein are true and accurate as of Closing, provided, however that if one party waives such condition by proceeding to Close with knowledge that any of the second party's representations or warranties are inaccurate, the second party shall have no liability with respect to such inaccuracy known by the first party.

MISCELLANEOUS

10. (a) Any notice under this Agreement must be written. Notices must be either (i) hand-delivered; (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient; (iii) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that such transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received. All notices shall be addressed to the address of the recipient indicated below the signature of such party below. Either party may change its address for notice by proper notice to the other party.

(b) Nothing in this Agreement shall prevent BNSF from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

(c) If, prior to Closing, the Property or any portion thereof is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain to any extent whatsoever then either party may terminate this Agreement by written notice to the other within thirty (30) days after notice of such fact (but in any event prior to Closing). If so terminated, neither party shall have any further obligations hereunder except those that expressly survive termination. If not so terminated the parties shall proceed with the Closing.

(d) Time is of the essence of each of the party's respective obligations under this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

(e) This Agreement and, to the extent executed, the Entry Agreement, contains the entire Agreement between BNSF and Donee with respect to the Property. Oral statements or prior written matters not specifically incorporated into this Agreement are superseded hereby. No variation, modification, or change to this Agreement or the Entry Agreement shall bind either party unless set forth in a document signed by both parties. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any term of this Agreement. The captions above the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Each party has had the opportunity to have counsel review this Agreement and the Entry Agreement and, therefore, the rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement, the Entry Agreement or any closing document. This Agreement and the Entry Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute the

same Agreement. This Agreement and the Entry Agreement are intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the Entry Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement and the Entry Agreement (to the extent executed) shall continue in full force and effect, but without giving effect to such term or provision.

(f) Donee may not assign its interest in this Agreement or the Entry Agreement, except to a public corporation created by Donee pursuant to RCW 35.21.730 et seq., without BNSF's prior written consent. Donee shall give written notice to BNSF of any such assignment. Donee shall not be relieved of its obligations and duties owed to BNSF under this Agreement or any ancillary agreement in the event of any such assignment. The provisions of this Agreement and, to the extent executed, the Entry Agreement, shall bind BNSF, the Donee, and their heirs, executors, administrators, successors and assigns and shall and inure to the benefit of the BNSF, the Donee and their heirs, executors, administrators, permitted successors and assigns. If Donee is more than one person or entity, Donee's obligations under this Agreement and, to the extent executed, the Entry Agreement shall be joint and several.

(g) Unless otherwise herein provided, any conveyance shall exclude BNSF's railroad tracks and appurtenances thereto, all of which may be removed by BNSF within 90 days following conveyance of the Property, and if not removed, shall be deemed abandoned by the BNSF without obligation on the BNSF's part and shall thereafter be and become the Property of the Donee in place. Notwithstanding the foregoing, BNSF shall not have to remove any improvements or fixtures for which an easement has been reserved hereunder or in the deed.

(h) BNSF is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder. BNSF shall, upon request of Donee, complete an affidavit to this effect and deliver it to Donee on or before closing of said sale.

(i) The provisions of Sections 5-8 and Section 10 of this Agreement shall survive Closing and shall not be merged into the Deed or any other document delivered at Closing. The provisions of Section 9 of this Agreement shall survive Closing for a period of one year and shall not be merged into the Deed or any other document delivered at Closing. Nothing in this section shall alter any requirement in any other Section of this Agreement for the provisions of such section to be incorporated into the Deed, such as Sections 7 and 8.

(j) If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and discovery or investigation expenses in addition to any other relief to which that party may be entitled.

(k) BNSF AND DONEE IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

(l) The following exhibits are attached hereto and incorporated herein:

Exhibit A-1	Property Map
Exhibit A-2	Property Legal Description
Exhibit A-3	Aerial Canopy Easement Area Legal Description
Exhibit A-4	Access Area Legal Description
Exhibit A-5	Ingress and Egress Easement Legal Description
Exhibit B:	Form of Deed
Exhibit C:	IRS Form 8283
Exhibit D:	Form of Contribution Receipt
Exhibit E:	Form of Assignment and Assumption
Exhibit F:	Form of Aerial Canopy Area Easement Agreement
Exhibit G:	Form of Partial Assignment of Access Area Use Rights
Exhibit H:	Form of Consent and Agreement

IN WITNESS WHEREOF, Donee and BNSF have executed this Agreement to be effective as of the Effective Date.

DONEE:

THE CITY OF SEATTLE, WASHINGTON

By: Grace Crunican

Print Name: Grace Crunican

Title: Director of Transportation

Donee's Address:

SDOT Director's Office
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Grace Crunican

Fax: (206) 684-5180

Phone: (206) 684-5000

Donee's EIN: 91-6001275

BNSF:

BNSF RAILWAY COMPANY

By: Julie Piggott

Print Name: Julie Piggott

Title: VP Finance

BNSF's Address:
2500 Lou Menk Drive
AOB-3
Fort Worth, TX 76131
Attn: Mark Ude

February 8, 2008

Date of BNSF's Execution (Effective Date)

4827-5167-0273.08
012908/1205/49450.00011

EXHIBIT A-1

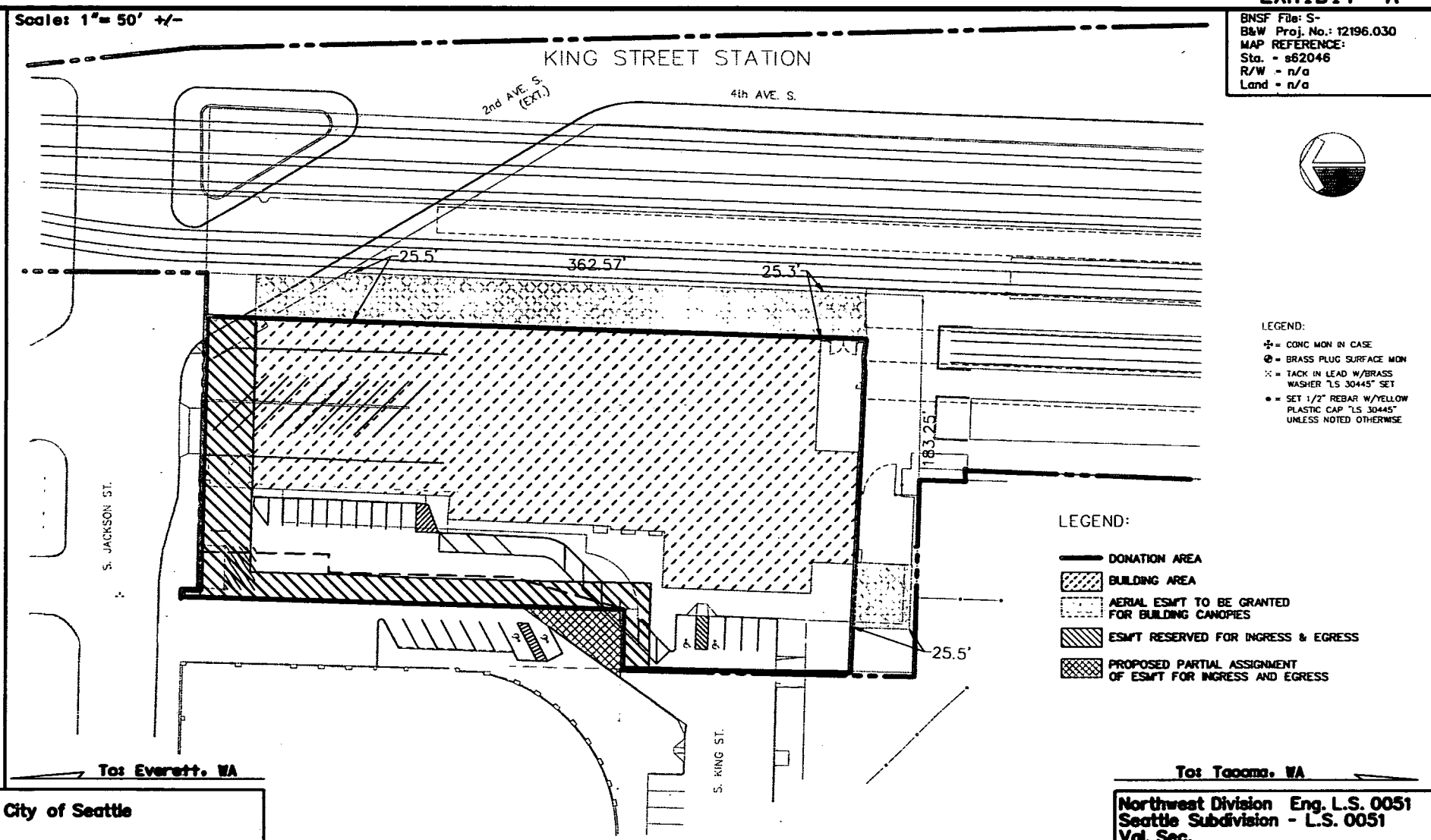
PROPERTY MAP

[Attached]

EXHIBIT "A"

Scale: 1" = 50' +/-

BNSF File: S-
B&W Proj. No.: 12196.030
MAP REFERENCE:
Sta. - s62046
R/W - n/a
Land - n/a



This map used by BNSF Railway Company in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF makes no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.

To: City of Seattle

At: Seattle
King County, WA

Northwest Division Eng. L.S. 0051
Seattle Subdivision - L.S. 0051
Val. Sec.
NP & GN RY, WA-15, Map S-37
Sec. 5, T24N, R4E M Willm
November 8, 2007
M.P. 0.00 KLC

DRAWING NO. 3-40791

EXHIBIT A-2

PROPERTY LEGAL DESCRIPTION

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW 1/4 of the NW 1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level; thence South 2°11'41" West, along the East line of said Station Building, at ground level, and its Southerly prolongation, 332 feet; thence North 87°48'19" West, 181.74 feet; thence North 1°12'28" East, 26.15 feet; thence North 88°41'00" West, 1.8 feet; thence North 1°19'00" East, 100.0 feet; thence South 88°41'00" East, 33.0 feet; thence North 01°19'00" East, 239.77 feet to the point of beginning.

* * *

EXHIBIT A-3

AERIAL CANOPY EASEMENT AREA LEGAL DESCRIPTION

EAST PARCEL

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW1/4 of the NW1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Commencing at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level, said corner being the Point of Beginning for the tract herein described; thence South 88°55'02" East, along the Easterly prolongation of the North line of said Station Building at ground level, 22.7 feet; thence South 2°14'23" West, 48.29 feet; thence South 87°45'37" East, 3.20 feet; thence South 2°14'23" West, 284.15 feet; thence North 87°48'19" West, 25.62 feet to the Southerly prolongation of the East line of said Station Building, at ground level; thence North 2°11'41" East, along said East line and its Southerly prolongation, 332 feet to the Point of Beginning.

The upper vertical limit of said tract shall be the elevation twelve (12) inches above the top of the building canopy surface thereon, and the lower vertical limit of said tract shall be an elevation 3.00 feet below said surface, provided that the easement area shall include areas necessary for the location of the existing canopy support posts and any replacements located in the same areas.

SOUTHWEST PARCEL

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW1/4 of the NW1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Commencing at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level; thence South 2°11'41" West, along the Easterly line of said Station Building, at ground level and its Southerly prolongation 332 feet to the Easterly prolongation of the most Southerly line of said Station Building, at ground level; thence North 87°48'19" West, along said Southerly line and its Easterly prolongation, 122.47 feet to the most Southerly Southwest corner of said Station Building, at ground level, said corner being the Point of Beginning of the tract herein described; thence continuing North 87°48'19" West, 35 feet; thence South 2°11'41" West, 25.5 feet; thence South 87°48'19" East, 35 feet; thence North 2°11'41" East, 25.5 feet to the Point of Beginning.

The upper vertical limit of said tract shall be the elevation twelve (12) inches above the top of the building canopy surface thereon, and the lower vertical limit of said tract shall be an elevation 3.00 feet below said surface, provided that the easement area shall include areas necessary for the location of the existing canopy support posts and any replacements located in the same areas.

EXHIBIT A-4

ACCESS AREA LEGAL DESCRIPTION

That portion of Lot 5, Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, and that portion of the West half of Third Avenue South, as vacated by City of Seattle Vacation Ordinance 2849, described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of said Block 13, with the centerline of said Vacated Third Avenue South; thence South 1°19'00" West, along said centerline, 184.77 feet to the Point of Beginning for the tract herein described; thence continuing South 1°19'00" West, along said centerline, 55 feet to the Easterly prolongation of the South line of said Block 13; thence North 88°47'32" West, along said prolongation and said South line of Block 13, a distance of 38 feet; thence North 35°55'21" East, 66.91 feet to the Point of Beginning.

EXHIBIT A-5

INGRESS AND EGRESS EASEMENT
LEGAL DESCRIPTION

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW1/4 of the NW1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet; thence North 88°55'02" West, 140.66 feet; thence South 1°19'00" West, 217.46 feet; thence North 88°41'00" West, 48 feet; thence North 1°19'00" East, 15 feet; thence South 88°41'00" East, 33 feet; thence North 1°19'00" East, 239.77 feet to the Point of Beginning.

EXHIBIT B

Return Address:

BNSF Railway Company
2500 Lou Menk Dr.
AOB-3
Fort Worth TX 76131
Attn: Real Estate

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s):	Quit Claim Deed	
Reference Number(s) of Documents assigned or released:		
GRANTOR:	BNSF Railway Company	
Additional names on page		of document.
DONEE:	The City of Seattle, Washington	
Additional names on page		of document.
Legal Description: (abbreviated)	A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW 1/4 of the NW 1/4 Section 5, Township 24 North, Range 4 East, W.M.,	
Additional legal is on page		of document.
Assessor's Property Tax Parcel/Account Number:		

4827-5167-0273.08
012908/1205/49450.00011

QUIT CLAIM DEED

BNSF RAILWAY COMPANY ("BNSF"), for valuable consideration in hand paid, conveys and quit claims to THE CITY OF SEATTLE, WASHINGTON ("DONEE"), the following-described real property located in King County, Washington, including any interest therein which BNSF may hereafter acquire:

See legal description attached hereto as Exhibit A,

Subject to the Permitted Exceptions listed on Exhibit B, and

Subject to the Deed Restrictions and Reservations stated on Exhibit C.

The Exhibits attached hereto are incorporated herein by reference.

DATED this _____ day of _____, 2008.

BNSF RAILWAY COMPANY

By: _____

Its: _____

Accepted and approved by:

THE CITY OF SEATTLE

By: _____

Its: Director of Transportation

Approved as to form by:

SEATTLE CITY ATTORNEY'S OFFICE

By: _____

Title: Assistant City Attorney

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of BNSF RAILWAY COMPANY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____

_____
(Print Name)

Notary Public

Residing at: _____

My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of THE CITY OF SEATTLE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2008.

Notary Seal

_____

_____
(Print Name)

Notary Public

Residing at: _____

My appointment expires: _____

EXHIBIT A – Quitclaim Deed

PROPERTY LEGAL DESCRIPTION

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW 1/4 of the NW 1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level; thence South 2°11'41" West, along the East line of said Station Building, at ground level, and its Southerly prolongation, 332 feet; thence North 87°48'19" West, 181.74 feet; thence North 1°12'28" East, 26.15 feet; thence North 88°41'00" West, 1.8 feet; thence North 1°19'00" East, 100.0 feet; thence South 88°41'00" East, 33.0 feet; thence North 01°19'00" East, 239.77 feet to the point of beginning.

* * *

EXHIBIT B – Quitclaim Deed

PERMITTED EXCEPTIONS

Any and all exceptions to title, recorded and unrecorded are permitted except: None.

EXHIBIT C – Quitclaim Deed

DEED RESTRICTIONS AND RESERVATIONS

DONEE and each successor in interest to DONEE hereby agrees that during its ownership of the Property, it shall perform, observe and comply with the following covenants, conditions and restrictions. The provisions of this Exhibit "C" shall be binding on DONEE, its heirs, successors and assigns, and shall be covenants running with the land and an equitable servitude on the land. The following shall not provide any rights to, or be for the benefit of, any person or entity other than the BNSF under this Quit Claim Deed, its successors and assigns (collectively, the "Beneficiary"). The Beneficiary may seek to enforce these deed restrictions through an action for specific performance, a claim for damages, an action injunctive relief, or any other remedy available at law or in equity.

1. **As-Is Sale**. DONEE acknowledges that it has been given the opportunity to inspect and investigate the Property prior to the date of this Deed, including, but not limited to, the environmental condition of the Property. **DONEE SPECIFICALLY ACKNOWLEDGES THAT BNSF IS CONVEYING AND DONEE IS OBTAINING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL KNOWN OR UNKNOWN PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM BNSF AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance of the Property, including any operations and activities conducted on the Property, with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the developmental potential of the Property, and Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; the condition of title to the Property, and the leases, easements, permits, orders, licensees, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"). DONEE represents and warrants to BNSF that DONEE has not relied and will not rely on, and BNSF is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by BNSF, the manager of the Property, or any real estate broker or agent representing or purporting to represent BNSF, to whomever made or given, directly or indirectly, orally or in writing.

2. **Assumption of Risks**. DONEE assumes the risk that Hazardous Substances may have impacted soil and groundwater at the Property and assumes the risk that other adverse matters may affect the Property that were not revealed in the analytical results provided by BNSF or determined by DONEE's inspection. DONEE assumes and agrees to pay for, perform and discharge in due course all liabilities for all environmental, ecological, health or other claims pertaining to the Property which relate to the Condition of the Property or operations and activities conducted at the Property on or prior to the date of this Deed, including, but not limited to, conducting any investigation, removal or remedial actions or implementing any institutional controls required by any state, federal or local authority or required by any Environmental Law imposing liability on any person for the existence of Hazardous Substances at the Property.

3. **Release**. DONEE hereby unconditionally waives, releases, covenants not to sue, and discharges forever BNSF and BNSF's officers, directors, shareholders, employees and agents from any and all present or future claims, demands, suits, damages, Losses (defined below), injuries, liabilities, causes of actions, costs, expenses, fines, penalties, judgments (including, without limitation, attorneys' fees and legal costs) of any and every kind or character, known or unknown, which DONEE could presently or in

the future assert or allege against BNSF and BNSF's officers, directors, shareholders, employees and agents arising from or in any way related, in whole or part, to the Condition of the Property.

4. **Indemnity**. TO THE FULLEST EXTENT PERMITTED BY LAW, DONEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD BNSF HARMLESS FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS, SUITS, DAMAGES, LOSSES (DEFINED BELOW), INJURIES, LIABILITIES, CAUSES OF ACTIONS, COSTS, EXPENSES, FINES, PENALTIES, JUDGMENTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LEGAL COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH DONEE COULD PRESENTLY OR IN THE FUTURE ASSERT OR ALLEGE AGAINST BNSF AND BNSF'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS ARISING FROM OR IN ANY WAY RELATED, IN WHOLE OR PART, TO THE CONDITION OF THE PROPERTY, EVEN IF ARISING FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY ACT, OMISSION OR NEGLIGENCE OF BNSF. THE ONLY LIABILITIES WITH RESPECT TO WHICH DONEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

5. **Defense**. Upon written notice from BNSF, DONEE agrees to assume the defense of any lawsuit or other proceeding brought against BNSF by any entity, relating to any matter for which DONEE has an obligation to assume liability for and/or save and hold harmless BNSF. DONEE shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

6. **Definitions**. The term "**Losses**" includes without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, and (b) damages for injury or death of any person. The term "**Environmental Law**" means any past, present or future federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Oil Pollution Act and any similar or comparable state or local law. The term "**Hazardous Substance**" means any "hazardous substance," "hazardous material," "solid waste," "hazardous waste," "oil," "pollutant," "contaminant," "hazardous air pollutant," "toxic chemical," "radioactive substance," "infectious substance," petroleum or petroleum product," "extremely hazardous substance," "pesticide," "chemical substance," "asbestos," "microorganism," or related substance in any quantity as those terms are generally understood or as those terms are now or hereafter defined in, or regulated by, any Environmental Law.

7. **RESERVATIONS**

7.1 **Amtrak Rights**. DONEE's interest in the Property is subject to the rights of National Passenger Railroad Corporation ("**Amtrak**") in and to the Property pursuant to (i) the Rail Passenger Service Act (49 U.S.C. 24309 et seq.) as amended, and (ii) the agreement between Amtrak and the predecessors in interest of BNSF dated September 1, 1996 concerning, in part, the provision of BNSF facilities to Amtrak. DONEE shall provide Amtrak with operating capacity within the Property on conditions and terms that will satisfy and be entirely consistent with all of BNSF's obligations to Amtrak in such regard. Occupancy and/or uses by Amtrak may include the right of Amtrak to contract for limited food services within the Property incidental to its operations. It is the intent of the parties that Amtrak's rights with respect to the Property will not, in any way, be changed due to the donation of the Property by BNSF to DONEE.

7.2 **Third Party Rights.** DONEE's interest shall be subject to the rights and interests of all third parties in and to the Property including, but not limited to, all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property and whether or not of

public record. DONEE and BNSF acknowledge and agree that any revenue that may accrue to BNSF from such interest holders is de minimis.

7.3 **General Access Rights.** BNSF, successors and assigns shall have a perpetual easement on the Property for the use by BNSF, its tenants, invitees, licensees and designees of any presently existing or future driveways, roads, or access ways located on the Property for purposes of vehicular and pedestrian ingress and egress to and from BNSF's right of way for the purpose of maintaining, repairing, operating or repairing such right of way. It is understood and agreed by BNSF and Donee that such use does not unduly burden Donee's intended use of the Property. BNSF shall have and hold said easement for so long as same shall be used for ingress, egress and access purposes and until BNSF, its successors or assigns, shall cease use for such purposes with the intent to abandon said easement.

7.4 **Access Easement Rights.** BNSF, its successors and assigns shall have a perpetual easement on the Property for the use by BNSF, its tenants, invitees, licensees and designees over and across the area legally described in Exhibit C-1 attached hereto for purposes of vehicular and pedestrian ingress, egress and access to and from properties adjacent to the Property in which BNSF, its successors and assigns have an interest. It is understood and agreed by BNSF and Donee that such use does not unduly burden Donee's intended use of the Property. BNSF shall have and hold said easement for so long as same shall be used for ingress, egress and access purposes and until said BNSF, its successors or assigns, shall cease use for such purposes with the intent to abandon said easement.

7.5 **Drainage Requirement.** Any improvements constructed or altered on the Property after the date BNSF quitclaims its interest to DONEE shall be constructed or altered in such a manner to provide adequate drainage of water away from any of BNSF's railroad tracks on nearby property.

7.6 **Paid Parking Restriction.** Donee shall not permit paid parking to be required on any part of the Property.

7.7 **BNSF's Interest.** DONEE acknowledges and affirms that BNSF may not hold fee simple title to the Property, that BNSF's interest in the Property, if any, may rise only to the level of an easement for railroad purposes. DONEE is willing to accept BNSF's title to the Property, if any, on this basis and expressly releases BNSF, its successors and assigns from any claims that DONEE or its successors may have as a result of an abandonment of the line of rail running over or adjacent to the Property. In light of BNSF's disclosure that it may not hold a fee interest in the Property, DONEE agrees to indemnify, defend and hold BNSF harmless from any suit or claim for damages, punitive or otherwise, expenses, attorneys' fees, or civil penalties that may be imposed on BNSF as the result of any person or entity claiming an interest in the Property or claiming that BNSF did not have the right to transfer the Property to DONEE.

* * *

EXHIBIT C-1 – Quit Claim Deed

INGRESS AND EGRESS

RESERVED EASEMENT LEGAL DESCRIPTION

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW 1/4 of the NW 1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet; thence North 88°55'02" West, 140.66 feet; thence South 1°19'00" West, 217.46 feet; thence North 88°41'00" West, 48 feet; thence North 1°19'00" East, 15 feet; thence South 88°41'00" East, 33 feet; thence North 1°19'00" East, 239.77 feet to the Point of Beginning.

* * *

EXHIBIT C

IRS FORM 8283

[Attached]

Form **8283**

(Rev. December 2006)

Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

▶ Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.

▶ See separate instructions.

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Certain Publicly Traded Securities—List in this section only items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also, list certain publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property**—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) Description of donated property (For a donated vehicle, enter the year, make, model, condition, and mileage, and attach Form 1098-C if required.)
A	The City of Seattle	King Street Station property in Seattle, WA
B		
C		
D		
E		

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (d), (e), and (f).

	(c) Date of the contribution	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) Fair market value (see instructions)	(h) Method used to determine the fair market value
A	1/31/08					
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property**—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____. If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year ▶ _____.
(2) For any prior tax years ▶ _____.

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):

Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than the donee organization, having actual possession of the property ▶ Amtrak

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return | Identifying number

Section B. Donated Property Over $5,000 (Except Certain Publicly Traded Securities)—List in this section only items (or groups of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of certain publicly traded securities reported in Section A). An appraisal is generally required for property listed in Section B (see instructions).

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- ☐ Art* (contribution of $20,000 or more)
- ☐ Art* (contribution of less than $20,000)
- ☐ Collectibles**
- ☐ Qualified Conservation Contribution
- ☑ Other Real Estate
- ☐ Intellectual Property
- ☐ Equipment
- ☐ Securities
- ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A			
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	(i) Average trading price of securities
A						
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶

Signature of taxpayer (donor) ▶ Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I hold myself out to the public as an appraiser or perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that a substantial or gross valuation misstatement resulting from the appraisal of the value of the property that I know, or reasonably should know, would be used in connection with a return or claim for refund, may subject me to the penalty under section 6695A. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ▶ ☐ Yes ☐ No

Name of charitable organization (donee)	Employer identification number
The City of Seattle	
Address (number, street, and room or suite no.)	City or town, state, and ZIP code
SDOT Director's Office, P.O. Box 34996	Seattle, WA 98124-4996 Attn: Grace Crunican
Authorized signature	Title / Date

EXHIBIT D

CHARITABLE CONTRIBUTION RECEIPT

Substantiation for Charitable Donations of $250 or More

Internal Revenue Code Section 170(f)(8) requires that the recipient (Donee) of any single charitable gift of $250 or more give the donor written confirmation of the receipt of such a gift, including a description and a good faith estimate of the value of any goods and services provided by the recipient (Donee) in exchange for the donor making the gift.

In order to comply with this code section, the City of Seattle hereby certifies that it received the following contribution from BNSF Railway Company:

> Property consisting of a parcel of land situated in Seattle, King County, Washington, and the building thereon with all of Donor's personal property removed, which parcel is designated as the "Proposed Donation Area" and outlined in red on the plan attached hereto as Exhibit A-1 and as legally described on Exhibit A-2.
>
> _____
>
> Date contribution received: _____, 2008.

Were any goods and/or services **provided to** BNSF RAILWAY COMPANY in return for this contribution?

Yes_____ No____X___

If yes, a description of those goods and services is provided below with a statement of monetary value:
___NA___

Appraised Value of Donated Property: $12,200,000

Organization Name: The City of Seattle

Address: SDOT Director's Office
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Grace Crunican

Telephone/Fax: _____

Organization Tax ID#: 91-6001275

Signature: _____ Date: _____, 2008.

Name: Grace Crunican Title: Director of Transportation

EXHIBIT A-1– Charitable Contribution Receipt

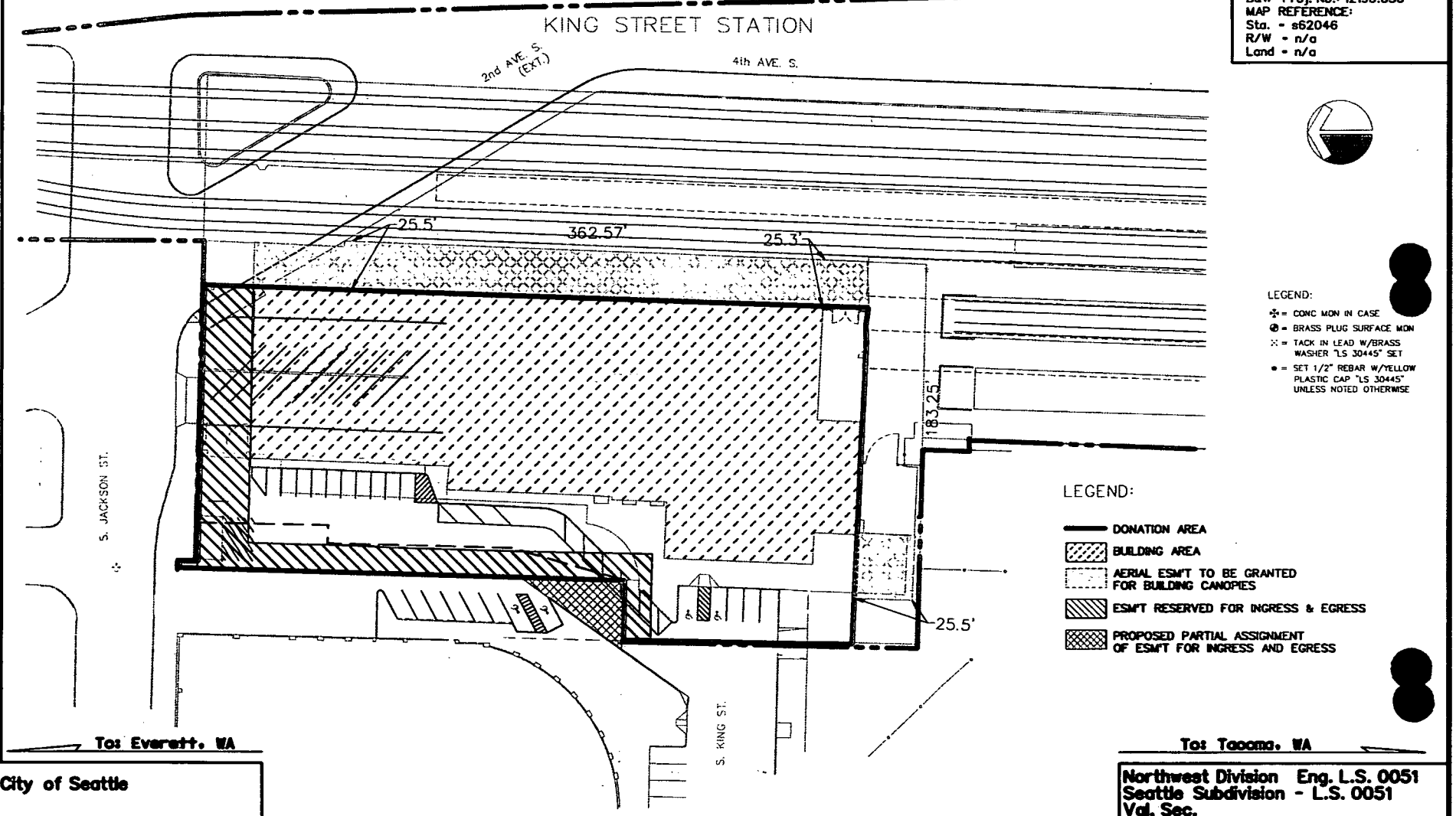
PROPERTY MAP

[Attached]

EXHIBIT "A"

BNSF File: S- .
B&W Proj. No.: 12196.030
MAP REFERENCE:
Sta. - s62046
R/W - n/a
Land - n/a

Scale: 1"= 50' +/-



This map used by BNSF Railway Company in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF makes no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.

To: City of Seattle

At: Seattle
King County, WA

Northwest Division Eng. L.S. 0051
Seattle Subdivision - L.S. 0051
Val. Sec.
NP & GN RY, WA-15, Map S-37
Sec. 5, T24N, R4E M Willm
November 8, 2007
M.P. 0.00 KLC

DRAWING NO. 3-40791

EXHIBIT A-2 – Charitable Contribution Receipt

PROPERTY LEGAL DESCRIPTION

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW 1/4 of the NW 1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level; thence South 2°11'41" West, along the East line of said Station Building, at ground level, and its Southerly prolongation, 332 feet; thence North 87°48'19" West, 181.74 feet; thence North 1°12'28" East, 26.15 feet; thence North 88°41'00" West, 1.8 feet; thence North 1°19'00" East, 100.0 feet; thence South 88°41'00" East, 33.0 feet; thence North 01°19'00" East, 239.77 feet to the point of beginning.

* * *

EXHIBIT E

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT IS MADE and entered into this _____ day of _____, 2008, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Assignor**") and THE CITY OF SEATTLE, a Washington municipal corporation ("**Assignee**").

WHEREAS, Assignor is conveying to Assignee certain real property ("**Land**") located in King County, Washington, more particularly described on Attachment A attached hereto and incorporated herein by reference, together with certain improvements ("**Improvements**") thereon; and

WHEREAS, Assignor desires to assign to Assignee certain rights and interests relating to the Land and/or Improvements.

NOW, THEREFORE, Assignor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, Assignor and Assignee agree as follows:

1. Assignor assigns and quitclaims to Assignee (a) all tangible personal property owned by Assignor located on the Property as of the date of this Assignment and used in connection with the operation or maintenance of the Improvements (collectively, the "**Personal Property**"), (b) Assignor's rights and obligations, as landlord, in and to that certain Lease dated February 27, 2003, between Assignor and National Passenger Railroad Corporation ("**Amtrak**")(the "**Lease**"), and (c) Assignor's rights and obligations solely with respect to the Land and Improvements under that certain Agreement between Assignor and Amtrak dated September 1, 1996. The Personal Property and Lease are collectively referred to as the "**Property**".

2. Assignee assumes from Assignor all obligations under the Lease arising from and after the date of this Assignment. Assignee shall indemnify, defend and hold Assignor harmless from and against all liabilities, claims, costs and expenses (including attorneys fees and court costs) arising from or related to the Lease to the extent accruing from or after the date of this Assignment.

3. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This agreement may be executed in counterparts, each of which shall be deemed to be an original; but, such counterpart when taken together shall constitute but one agreement.

EXECUTED as of the date first hereinabove written.

ASSIGNOR:

By: _____

Name: _____

Title: _____

ASSIGNEE:

By: _____

Name: Grace Crunican

Title: Director of Transportation

ATTACHMENT A – Bill of Sale and Assignment

Legal Description of Land

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW 1/4 of the NW 1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level; thence South 2°11'41" West, along the East line of said Station Building, at ground level, and its Southerly prolongation, 332 feet; thence North 87°48'19" West, 181.74 feet; thence North 1°12'28" East, 26.15 feet; thence North 88°41'00" West, 1.8 feet; thence North 1°19'00" East, 100.0 feet; thence South 88°41'00" East, 33.0 feet; thence North 01°19'00" East, 239.77 feet to the point of beginning.

* * *

EXHIBIT F

AERIAL CANOPY AREA EASEMENT AGREEMENT

After recording return to:

The City of Seattle
SDOT Director's Office
P.O. Box 37996
Seattle, WA 98124-4996
Attn: Grace Crunican

AERIAL CANOPY EASEMENT AGREEMENT

BNSF: **BNSF Railway Company**

Donee: **The City of Seattle**

Short Legal: A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW1/4 of the NW1/4 Section 5, Township 24 North, Range 4 East, W.M.,

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BNSF RAILWAY COMPANY** ("**BNSF**") hereby grants without warranty unto **THE CITY OF SEATTLE** ("**Donee**") subject to the terms and conditions hereinafter set forth, an easement (the "**Easement**') for use, maintenance and repair of canopies (the "**Permitted Use**") which are attached to the East and South sides of the King Street Station in Seattle, Washington, for purposes of protecting pedestrians from the elements (the "**Canopies**"). The Canopies are located in the air space over the property described in Schedule A (the "**Easement Area**").

The Easement is made subject to and upon the following express conditions:

1. Limitations on Donee's Use. Donee on behalf of itself, its successors and assigns, covenants and agrees not to construct any structures, grant any uses or engage in or permit any activity within the Easement Area other than the Permitted Use.

2. Easement Runs with the Land. This Easement and the terms and conditions of this Agreement shall run with the land and be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of BNSF and Donee.

3. Tax Assessments and Utility Costs. BNSF is not responsible for property tax assessments on Donee improvements within the Easement Area. Donee shall be responsible for payment of any and all costs related to relocation or separate metering of any utilities serving Donee's property of improvements.

4. Benefited Property. The Easement is appurtenant to and benefits Donee's land described in Schedule B.

5. Amendment; Termination. This Agreement may be amended and the Easement may be abandoned or terminated only with the written consent of BNSF and Donee. Any such amendment, abandonment or termination shall be in writing, executed and acknowledged by BNSF and Donee, and duly recorded in the Official Records of King County, Washington. Any relocation of the Easement shall be made at the expense of the party requesting such relocation and shall be subject to the prior written approval of the BNSF.

6. Modification or Relocation of Canopies or Easement Area. If, at any time, BNSF desires the use of the Easement Area in such a manner that, in BNSF's reasonable opinion, would be incompatible with the continued presence of all or any portion of the Canopies or the Easement granted herein, BNSF, at BNSF's sole cost, shall modify or relocate the Canopies and/or the Easement Area as necessary to avoid interference or incompatibility with BNSF's proposed use of the Easement Area, provided that such action shall not materially impair the City's continued use and enjoyment of and right to maintain the canopies. BNSF shall provide to Donee at least thirty (30) days prior written notice that the Canopies or the Easement Area must be modified or relocated. In addition to such notice, BNSF shall provide to Donee detailed plans of the proposed modification or relocation, identification of BNSF's proposed engineer and contractor, a schedule for such modification or relocation, a description of all actions to be taken by BNSF to mitigate any potential negative impacts on Donee's operations, Donee shall cooperate with BNSF's efforts to modify or relocate the Canopies and/or the Easement Area as provided herein provided such proposed modification or relocation will not materially harm Donee's operations of its property adjacent to the Easement Area.

7. Indemnification. Donee agrees to defend, indemnify and hold harmless BNSF from and against any claim, loss, liability, damage or expense (including attorneys' fees and court costs) which arise out of or relate to the use of the Easement Area and activities regarding the Permitted Use by Donee, its employees, agents, licensees and contractors. Donee's obligations under this Section 7 do not apply to claims, losses, liabilities, damages or expenses to the extent they are caused by increased risks to Donee resulting from BNSF's relocation of the Easement Area as permitted in Section 6 above.

8. Self-Insurance and Insurance.

8.1 Donee shall maintain during the life of this Agreement, at its sole cost and expense, a self-insurance program covering General Liability, Automobile Liability and Worker's Compensation exposures. The fact that self-insurance is maintained by Donee shall not be deemed to release or diminish the liability of Donee including, without limitation, liability under the indemnity provisions of this Agreement.

8.2 During any period of construction or maintenance associated with the Permitted Use by the Donee, Donee shall, at its sole cost and expense and in addition to its self-insurance program, maintain Railroad Protective Liability insurance naming only BNSF as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The original policy shall be issued on a standard ISO form CG 00 35 10 93 and shall be provided to BNSF prior to performing any work or services. Coverages shall include a Pollution Exclusion Amendment (ISO form CG 28 31 10 93) and Limited Seepage and Pollution Endorsement, and be endorsed to remove any exclusion for punitive damages and to include Evacuation Expense Coverage Endorsement. The original policy must be provided to BNSF prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability insurance policy, if available Donee may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy available to Donee or its contractor. The limits of coverage are the same as above.

8.3 If any portion of the construction or maintenance associated with the Permitted Use is to be contracted by Donee, Donee shall require that the contractor shall provide and maintain insurance coverage(s) as set forth herein, naming BNSF as an additional insured, and shall require that the contractor shall release, defend and indemnify BNSF to the same extent and under the same terms and conditions as Donee is required to release, defend and indemnify BNSF herein.

8.3.1 Commercial General Liability insurance including broad form contractual liability with a combined single limit of a minimum of $2,000,000 each occurrence and an aggregate limit of at least $ 4,000,000 but in no event less than the amount otherwise carried by the contract holder. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire Legal Liability
- Products and Completed Operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to BNSF.
- Additional insured endorsement in favor of and acceptable to BNSF.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by BNSF.
- It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder's contractors and shall not apply to BNSF employees.

No other endorsements limiting coverage as respects to obligations under this Agreement or work being performed under this Agreement may be included on the policy.

8.3.2 Business Automobile Insurance with a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to, Bodily Injury and Property Damage to any and all vehicles owned, used or hired. The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to BNSF.
- Additional insured endorsement in favor or and acceptable to BNSF.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by BNSF.

8.3.3 Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Donee's contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain a waiver of subrogation in favor of and acceptable to BNSF, which shall be indicated on the certificate of insurance. Any insurance policy shall be written by a reputable insurance company acceptable to BNSF or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

8.4 Donee waives its right of recovery against BNSF for loss of its owned or leased property or property under Donee's care, custody or control. Donee's contractor is not allowed to self-insure without the prior written consent of BNSF. If granted by BNSF, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Donee's contractor in lieu of insurance.

Any and all BNSF liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Donee's contractor's insurance will be covered as if Donee's contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

8.5 Prior to commencing the Work, Donee's contractor shall furnish to BNSF an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.

8.6 Not more frequently than once every five years, BNSF may reasonably modify the required Donee contractor insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

8.7 Failure to provide evidence as required by this section shall entitle, but not require, BNSF to pursue its remedies available at law and in equity. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Donee's obligations hereunder.

8.8 In the event of a claim or lawsuit involving BNSF arising out of this agreement, Donee will make available any required policy covering such claim or lawsuit. However, as respects the self-insurance program specified in paragraph 8.1, BNSF acknowledges that the City does not, as of the date of this Agreement, have a self-insurance policy document.

8.9 For purposes of this section, BNSF shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

8.10 Damages recoverable by BNSF shall not be limited by the amount of insurance or self-insurance coverage.

9. General Provisions.

9.1 Transferability; Successors. The rights and obligations of the parties shall be transferable only in connection with a transfer of the property to which they are appurtenant. Subject to the foregoing, all terms of this grant shall be binding upon, inure to the benefit of, and be enforceable by the parties and their legal representatives, successors and assigns. Upon transfer of fee title to the property described on Schedule A , the transferring owner shall be released from all obligations accruing after the date of such transfer. Upon transfer of fee title to the property described on Schedule B, the transferring owner shall not be released from its obligations hereunder, whether or not accruing after the date of transfer.

9.2 Governing Law. The terms and provisions of this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Washington.

9.3 Attorneys' Fees. If either of the Owners commences an action or proceeding to enforce the terms of this Agreement or for breach of this Agreement, the prevailing party shall be entitled to recover its costs incurred in such enforcement, including reasonable attorneys' fees incurred by such party's outside attorneys.

9.4 Injunctive Relief. In the event of any violation or threatened violation of this grant, Donee shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of such violation shall be given to the other party.

9.5 Dispute Resolution. No action shall be commenced until the parties have attempted to resolve their dispute through good faith negotiations and, if feasible, mediation.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Donee for its use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said BNSF has caused this instrument to be signed by its authorized officers, and the corporate seal affixed on the _____ day of _____, 2008.

DONEE

THE CITY OF SEATTLE

By:

Title: Director of Transportation

Notice Address:

SDOT Director's Office
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Grace Crunican

Approved as to Form:

SEATTLE CITY ATTORNEY'S OFFICE

By:_____

Title: Assistant City Attorney

Dated:_____

BNSF

BNSF RAILWAY COMPANY

By: _____

Title: _____

Notice Address:

2500 Lou Menk Drive – AOB 3
Fort Worth, Texas 76131-2830
Attn:_____

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

I certify that I know or have satisfactory evidence that_____is the person who appeared before me, and said person acknowledged that he/she was the
of BNSF RAILWAY COMPANY, a Delaware corporation, and that he/she was authorized to execute the instrument as the free and voluntary act of said corporation for the uses and purposes mentioned in the foregoing instrument.

DATED: _____, 2008.

_____

(Signature)

_____

(Print name legibly)

NOTARY PUBLIC in and for the State of Texas

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2008, before me personally appeared _____, to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

_____

(Signature)

_____

(Print name legibly)

NOTARY PUBLIC in and for the State of Washington

Residing at: _____

My commission expires _____

SCHEDULE A – Aerial Canopy Easement

Easement Area

EAST PARCEL

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW1/4 of the NW1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Commencing at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level, said corner being the Point of Beginning for the tract herein described; thence South 88°55'02" East, along the Easterly prolongation of the North line of said Station Building at ground level, 22.7 feet; thence South 2°14'23" West, 48.29 feet; thence South 87°45'37" East, 3.20 feet; thence South 2°14'23" West, 284.15 feet; thence North 87°48'19" West, 25.62 feet to the Southerly prolongation of the East line of said Station Building, at ground level; thence North 2°11'41" East, along said East line and its Southerly prolongation, 332 feet to the Point of Beginning.

The upper vertical limit of said tract shall be the elevation twelve (12) inches above the top of the building canopy surface thereon, and the lower vertical limit of said tract shall be an elevation 3.00 feet below said surface, provided that the easement area shall include areas necessary for the location of the existing canopy support posts and any replacements located in the same areas.

* * *

SOUTHWEST PARCEL

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW1/4 of the NW1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Commencing at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level; thence South 2°11'41" West, along the Easterly line of said Station Building, at ground level and its Southerly prolongation 332 feet to the Easterly prolongation of the most Southerly line of said Station Building, at ground level; thence North 87°48'19" West, along said Southerly line and its Easterly prolongation, 122.47 feet to the most Southerly Southwest corner of said Station Building, at ground level, said corner being the Point of Beginning of the tract herein described; thence continuing North 87°48'19" West, 35 feet; thence South 2°11'41" West, 25.5 feet; thence South 87°48'19" East, 35 feet; thence North 2°11'41" East, 25.5 feet to the Point of Beginning.

The upper vertical limit of said tract shall be the elevation twelve (12) inches above the top of the building canopy surface thereon, and the lower vertical limit of said tract shall be an elevation 3.00 feet below said surface, provided that the easement area shall include areas necessary for the location of the existing canopy support posts and any replacements located in the same areas.

* * *

SCHEDULE B – Aerial Canopy Easement

Benefited Property

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW 1/4 of the NW 1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level; thence South 2°11'41" West, along the East line of said Station Building, at ground level, and its Southerly prolongation, 332 feet; thence North 87°48'19" West, 181.74 feet; thence North 1°12'28" East, 26.15 feet; thence North 88°41'00" West, 1.8 feet; thence North 1°19'00" East, 100.0 feet; thence South 88°41'00" East, 33.0 feet; thence North 01°19'00" East, 239.77 feet to the point of beginning.

* * *

EXHIBIT G

PARTIAL ASSIGNMENT OF ACCESS AREA USE RIGHTS

After recording return to:

SDOT Director's Office
P.O. Box 34996
Seattle, WA 98124-4006
Attn: Grace Crunican

AGREEMENT RE: PARTIAL ASSIGNMENT of ACCESS AREA USE RIGHTS

BNSF: **BNSF Railway Company**
Donee: **The City of Seattle**
Short Legal:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BNSF RAILWAY COMPANY ("BNSF")** hereby grants, without warranty unto **The CITY OF SEATTLE ("Donee")** subject to the terms and conditions hereinafter set forth, an easement (the "**Easement**') for pedestrian and vehicle ingress and egress on a shared basis with BNSF (the "**Permitted Use**") on and over the property described in Schedule A (the "**Easement Area**"). BNSF's interest in the Easement Area is held under an easement agreement (the "Underlying Easement") dated January 15, 1998 by and between CDP-King County III as the grantor and BNSF as the grantee.

The Easement is made subject to and upon the following express conditions:

1. Limitations on Donee's Use. Donee on behalf of itself, its successors and assigns, covenants and agrees not to construct any structures, grant any uses or engage in or permit any activity within the Easement Area other than the Permitted Use.

2. Reservation of Rights. BNSF reserves for itself, its lessees, licensees, successors and assigns its right to use the Easement Area for pedestrian and vehicular ingress and egress.

3. Easement Runs with the Land. This Easement and the terms and conditions of this Agreement shall run with the land and be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of BNSF and Donee.

4. Tax Assessments and Utility Costs. BNSF is not responsible for property tax assessments on any Donee improvements within the Easement Area. Donee shall be responsible for payment of any and all costs related to relocation or separate metering of any utilities serving Donee's property of improvements.

5. Benefited Property. The Easement is appurtenant to and benefits Donee's land described in Schedule B.

6. Amendment; Termination; Modification or Relocation of Easement Area. This Agreement may be amended and the Easement may be abandoned or terminated only with the written consent of BNSF and Donee. Any such amendment, abandonment or termination shall be in writing, executed and acknowledged by BNSF and Donee, and duly recorded in the Official Records of King County, Washington. Any relocation of the Easement shall be made at the expense of the party requesting such relocation and shall be subject to the prior written approval of the BNSF. This Agreement shall terminate if and when BNSF's rights under the Underlying Easement terminates. If, at any time, BNSF desires the use of the Easement Area in such a manner that, in BNSF's reasonable opinion, would be incompatible with the continued use of all or any portion of the Easement Area by Donee, granted herein, BNSF, at BNSF's sole cost, shall modify or relocate the Easement Area as necessary to avoid interference or incompatibility with BNSF's proposed use of the Easement Area, provided that such action shall not materially impair the City's continued use and enjoyment of and right to maintain the canopies. BNSF shall provide to Donee at least thirty (30) days prior written notice that the Easement Area must be modified or relocated. In addition to such notice, BNSF shall provide to Donee detailed plans of the proposed modification or relocation, identification of BNSF's proposed engineer and contractor, a schedule for such modification or relocation, a description of all actions to be taken by BNSF to mitigate any potential negative impacts on Donee's operations, Donee shall cooperate with BNSF's efforts to modify or relocate the Easement Area as provided herein provided such proposed modification or relocation will not materially harm Donee's operations of its property adjacent to the Easement Area.

7. Indemnification. Donee agrees to defend, indemnify and hold harmless BNSF from and against any claim, loss, liability, damage or expense (including attorneys' fees and court costs) which arise out of or relate to the use of the Easement Area and activities regarding the Permitted Use by Donee, its employees, agents, licensees and contractors. Donee's obligations under this Section 7 do not apply to claims, losses, liabilities, damages or expenses to the extent they are caused by increased risks to Donee resulting from BNSF's relocation of the Easement Area as permitted in Section 6 above.

8. Self-Insurance and Insurance.

8.1 Donee shall maintain during the life of this Agreement, at its sole cost and expense, a self-insurance program covering General Liability, Automobile Liability and Worker's Compensation exposures. The fact that self-insurance is maintained by Donee shall not be deemed to release or diminish the liability of Donee including, without limitation, liability under the indemnity provisions of this Agreement.

8.2 During any period of construction or maintenance associated with the Permitted Use by the Donee, Donee shall, at its sole cost and expense and in addition to its self-insurance program, maintain Railroad Protective Liability insurance naming only BNSF as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The original policy shall be issued on a standard ISO form CG 00 35 10 93 and shall be provided to BNSF prior to performing any work or services. Coverages shall include a Pollution Exclusion Amendment (ISO form CG 28 31 10 93) and Limited Seepage and Pollution Endorsement, and be endorsed to remove any exclusion for punitive damages and to include Evacuation Expense Coverage Endorsement. The original policy must be provided to BNSF prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability insurance policy, if available Donee may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy available to Donee or its contractor. The limits of coverage are the same as above.

8.3 If any portion of the construction or maintenance associated with the Permitted Use is to be contracted by Donee, Donee shall require that the contractor shall provide and maintain insurance coverage(s) as set forth herein, naming BNSF as an additional insured, and shall require that the contractor shall release, defend and indemnify BNSF to the same extent and under the same terms and conditions as Donee is required to release, defend and indemnify BNSF herein.

8.3.1 Commercial General Liability insurance including broad form contractual liability with a combined single limit of a minimum of $2,000,000 each occurrence and an aggregate limit of at least $ 4,000,000 but in no event less than the amount otherwise carried by the contract holder. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire Legal Liability
- Products and Completed Operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to BNSF.
- Additional insured endorsement in favor of and acceptable to BNSF.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by BNSF.
- It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder's contractors and shall not apply to BNSF employees.

No other endorsements limiting coverage as respects to obligations under this Agreement or work being performed under this Agreement may be included on the policy.

8.3.2 Business Automobile Insurance with a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to, Bodily Injury and Property Damage to any and all vehicles owned, used or hired. The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to BNSF.
- Additional insured endorsement in favor or and acceptable to BNSF.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by BNSF.

8.3.3 Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Donee's contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain a waiver of subrogation in favor of and acceptable to BNSF, which shall be indicated on the certificate of insurance. Any insurance policy shall be written by a reputable insurance company acceptable to BNSF or with a current Best's Guide Rating of A- and

Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

8.4 Donee waives its right of recovery against BNSF for loss of its owned or leased property or property under Donee's care, custody or control. Donee's contractor is not allowed to self-insure without the prior written consent of BNSF. If granted by BNSF, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Donee's contractor in lieu of insurance. Any and all BNSF liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Donee's contractor's insurance will be covered as if Donee's contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

8.5 Prior to commencing the Work, Donee's contractor shall furnish to BNSF an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.

8.6 Not more frequently than once every five years, BNSF may reasonably modify the required City contractor insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

8.7 Failure to provide evidence as required by this section shall entitle, but not require, BNSF to pursue its remedies at law or at equity. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Donee's obligations hereunder.

8.8 In the event of a claim or lawsuit involving BNSF arising out of this agreement, Donee will make available any required policy covering such claim or lawsuit. However, as respects the self-insurance program specified in paragraph 8.1, BNSF acknowledges that the City does not, as of the date of this Agreement, have a self-insurance policy document.

8.9 For purposes of this section, BNSF shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

8.10 Damages recoverable by BNSF shall not be limited by the amount of insurance or self-insurance coverage.

9. General Provisions.

9.1 Transferability; Successors. The rights and obligations of the parties shall be transferable only in connection with a transfer of the property to which they are appurtenant. Subject to the foregoing, all terms of this grant shall be binding upon, inure to the benefit of, and be enforceable by the parties and their legal representatives, successors and assigns. Upon transfer of fee title to the property described on Schedule A , the transferring owner shall be released from all obligations accruing after the date of such transfer. Upon transfer of fee title to the property described on Schedule B, the transferring owner shall not be released from its obligations hereunder, whether or not accruing after the date of transfer.

9.2 Governing Law. The terms and provisions of this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Washington.

9.3 Attorneys' Fees. If either of the parties commences an action or proceeding to enforce the terms of this Agreement or for breach of this Agreement, the prevailing party shall be entitled to recover its costs incurred in such enforcement, including reasonable attorneys' fees incurred by such party's outside attorneys.

9.4 Injunctive Relief. In the event of any violation or threatened violation of this grant, Donee shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

Prior to the commencement of any such action, written notice of such violation shall be given to the other party.

9.5 Dispute Resolution. No action shall be commenced until the parties have attempted to resolve their dispute through good faith negotiations and, if feasible, mediation.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Donee for its use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said BNSF has caused this instrument to be signed by its authorized officers, and the corporate seal affixed on the _____ day of _____, 2008.

DONEE

THE CITY OF SEATTLE

By: Grace Crunican

Title: Director of Transportation

Notice Address:

SDOT Director's Office
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Grace Crunican

BNSF

BNSF RAILWAY COMPANY

By: _____

Title: _____

Notice Address:

2500 Lou Menk Drive – AOB 3

Fort Worth, Texas 76131-2830
Attn:_____

Approved as to Form:

SEATTLE CITY ATTORNEY'S OFFICE

By:_____

Title: Assistant City Attorney

Dated:_____

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

I certify that I know or have satisfactory evidence that_____is the person who appeared before me, and said person acknowledged that he/she was the
of BNSF RAILWAY COMPANY, a Delaware corporation, and that he/she was authorized to execute the instrument as the free and voluntary act of said corporation for the uses and purposes mentioned in the foregoing instrument.

DATED: _____, 2008.

_____
(Signature)

_____
(Print name legibly)

NOTARY PUBLIC in and for the State of Texas
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2008, before me personally appeared _____, to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
(Signature)

_____
(Print name legibly)

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My commission expires _____

SCHEDULE A – Partial Assignment

Easement Area

That portion of Lot 5, Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, and that portion of the West half of Third Avenue South, as vacated by City of Seattle Vacation Ordinance 2849, described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of said Block 13, with the centerline of said Vacated Third Avenue South; thence South 1°19'00" West, along said centerline, 184.77 feet to the Point of Beginning for the tract herein described; thence continuing South 1°19'00" West, along said centerline, 55 feet to the Easterly prolongation of the South line of said Block 13; thence North 88°47'32" West, along said prolongation and said South line of Block 13, a distance of 38 feet; thence North 35°55'21" East, 66.91 feet to the Point of Beginning.

* * *

SCHEDULE B – Partial Assignment

Benefited Property

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW1/4 of the NW1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level; thence South 2°11'41" West, along the East line of said Station Building, at ground level, and its Southerly prolongation, 332 feet; thence North 87°48'19" West, 181.74 feet; thence North 1°12'28" East, 26.15 feet; thence North 88°41'00" West, 1.8 feet; thence North 1°19'00" East, 100.0 feet; thence South 88°41'00" East, 33.0 feet; thence North 01°19'00" East, 239.77 feet to the point of beginning.

* * *

EXHIBIT H

CONSENT AND AGREEMENT

This Consent and Agreement ("**Agreement**") is entered into as of the _____ day of _____, 2008, among BNSF Railway Company ("**BNSF**"), The City of Seattle, Washington ("**City**") and National Passenger Railroad Corporation ("**Amtrak**").

Recitals:

A. Pursuant to the Rail Passenger Service Act (49 U.S.C. 243 et seq.) (the "**Act**"), BNSF and Amtrak have entered into that certain Agreement dated September 1, 1996 (the "**Amtrak/BNSF Agreement**") whereby BNSF makes certain of its facilities available for use by Amtrak including but not limited to the station located in Seattle, Washington commonly known as "King Street Station" and whereby Amtrak agrees to pay for operating and other costs attributable to such facilities.

B. BNSF and Amtrak have also entered into that certain Lease dated February 27, 2003 (the "**Lease**") whereby Amtrak leases from BNSF certain space within King Street Station.

C. BNSF and City have entered into a Donation Agreement dated as of the date hereof (the "**Donation Agreement**") whereby BNSF has agreed to donate to City King Street Station including the land and certain parking areas as more particularly described in the Donation Agreement subject to Amtrak's rights to use King Street Station as contemplated in the Amtrak/BNSF Agreement and the Act. One of the primary purposes of the donation is to facilitate certain improvements that will be made to the physical condition of King Street Station. These improvements will benefit Amtrak and City.

D. Pursuant to the Donation Agreement, BNSF has assigned to City and City has assumed from BNSF, BNSF's rights and obligations under the Amtrak/BNSF Agreement solely as they relate to King Street Station and under the Lease.

E. The parties hereto wish to enter into this Agreement to (i) evidence Amtrak's consent to the donation of King Street Station as contemplated in the Donation Agreement, and (ii) verify Amtrak's continuing rights and obligations with respect to its use of King Street Station.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amtrak consents to the donation of King Street Station as contemplated in the Donation Agreement.

2. Amtrak certifies to City that (a) attached hereto as Exhibit A is a true, correct and complete copy of the Amtrak/BNSF Agreement and the Lease, as the same may have been modified or amended, and (b) Amtrak has not defaulted and is not currently in default in its obligations under the Amtrak/BNSF Agreement relating to King Street Station or Lease and, to Tenant's knowledge, BNSF has not defaulted and is not currently in default in any of its obligations under the Amtrak/BNSF Agreement with respect to King Street Station or the Lease. Neither Amtrak nor, to Amtrak's knowledge, BNSF has committed any breach under the Lease or Amtrak/BNSF Agreement which, alone or with the passage of time, the giving of notice, or both, would constitute a default thereunder that would affect the parties' respective rights and obligations regarding King Street Station.

3. City and Amtrak agree that upon City's acquisition of King Street Station, (a) Amtrak will attorn to and recognize City as the landlord under the Amtrak/BNSF Agreement with respect to King Street Station and under the Lease, with the same force and effect as if they were a direct agreements between City and Amtrak, (b) City will recognize Amtrak's rights to occupy and use King Street Station in accordance with the terms and conditions set forth in the Act and the Amtrak/BNSF Agreement with respect to King Street Station and under the Lease, with the same force and effect as if they were direct agreements between City and Amtrak, (c) City will not be liable for any defaults under the Amtrak/BNSF Agreement or Lease or other acts or omissions of City's predecessors in interest in King Street Station (including, but not limited to, BNSF), (d) City will have no obligation under the Amtrak/BNSF Agreement with respect to any facilities other than King Street Station, and (e) no modification of the Amtrak/BNSF Agreement between BNSF and Amtrak and no default by any party under the Amtrak/BNSF Agreement with respect to facilities other than King Street Station will affect the rights and obligations of Amtrak or City with respect to King Street Station.

4. Amtrak and BNSF agree that upon City's acquisition of King Street Station, no default by City or Amtrak under the Lease or the Amtrak/BNSF Agreement with respect to King Street Station will be considered a default under the Amtrak/BNSF Agreement as between BNSF and Amtrak or affect the rights and obligations of Amtrak and BNSF with respect to facilities other than King Street Station.

5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be considered the same instrument.

[*Signatures on next page*]

IN WITNESS WHEREOF, this Agreement is entered into among the parties as of the date and year first above written.

National Passenger Railroad Corporation

By:_____
Name:
Title:

BNSF Railway Company

By:_____
Name:
Title:

The City of Seattle

By:_____
Name: Grace Crunican
Title: Director of Transportation

Approved as to Form:

SEATTLE CITY ATTORNEY'S OFFICE

By:_____
Title: Assistant City Attorney

Dated:_____

Quit Claim Deed
Recorded on February 15, 2008 under
King County Recorder's Number
20080215002336
(Conformed Copy)

QUIT CLAIM DEED

BNSF RAILWAY COMPANY ("BNSF"), for valuable consideration in hand paid, conveys and quit claims to THE CITY OF SEATTLE, WASHINGTON ("DONEE"), the following-described real property located in King County, Washington, including any interest therein which BNSF may hereafter acquire:

See legal description attached hereto as Exhibit A,

Subject to the Permitted Exceptions listed on Exhibit B, and

Subject to the Deed Restrictions and Reservations stated on Exhibit C.

The Exhibits attached hereto are incorporated herein by reference.

DATED this 29th day of January 2008.

BNSF RAILWAY COMPANY

By: _____

Its: VP Finance

Accepted and approved by:

THE CITY OF SEATTLE

By: _____

Its: Director of Transportation

Approved as to form by:

SEATTLE CITY ATTORNEY'S OFFICE

By: _____

Title: Assistant City Attorney

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

I certify that I know or have satisfactory evidence that Julie Piggott is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the VP Finance of BNSF RAILWAY COMPANY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2·08·08

Notary Seal

TAMMY K. HERNDON
Notary Public
STATE OF TEXAS
My Comm. Exp. 10/25/2011

Tammy K. Herndon
TAMMY K. HERNDON
(Print Name)

Notary Public

Residing at: Tarrant Co., TX

My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Grace Crunican is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Director of Transportation of THE CITY OF SEATTLE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED January 29, 2008.

Notary Seal

HAZEL HARALSON
NOTARY
PUBLIC
FEB 1, 2008
STATE OF WASHINGTON

Hazel Haralson
Hazel Haralson
(Print Name)

Notary Public

Residing at: Seattle, WA

My appointment expires: 2-1-2008

EXHIBIT A – Quitclaim Deed

PROPERTY LEGAL DESCRIPTION

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW 1/4 of the NW 1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level; thence South 2°11'41" West, along the East line of said Station Building, at ground level, and its Southerly prolongation, 332 feet; thence North 87°48'19" West, 181.74 feet; thence North 1°12'28" East, 26.15 feet; thence North 88°41'00" West, 1.8 feet; thence North 1°19'00" East, 100.0 feet; thence South 88°41'00" East, 33.0 feet; thence North 01°19'00" East, 239.77 feet to the point of beginning.

* * *

EXHIBIT B – Quitclaim Deed

PERMITTED EXCEPTIONS

Any and all exceptions to title, recorded and unrecorded are permitted except: None.

EXHIBIT C – Quitclaim Deed

DEED RESTRICTIONS AND RESERVATIONS

DONEE and each successor in interest to DONEE hereby agrees that during its ownership of the Property, it shall perform, observe and comply with the following covenants, conditions and restrictions. The provisions of this Exhibit "C" shall be binding on DONEE, its heirs, successors and assigns, and shall be covenants running with the land and an equitable servitude on the land. The following shall not provide any rights to, or be for the benefit of, any person or entity other than the BNSF under this Quit Claim Deed, its successors and assigns (collectively, the "Beneficiary"). The Beneficiary may seek to enforce these deed restrictions through an action for specific performance, a claim for damages, an action injunctive relief, or any other remedy available at law or in equity.

1. As-Is Sale. DONEE acknowledges that it has been given the opportunity to inspect and investigate the Property prior to the date of this Deed, including, but not limited to, the environmental condition of the Property. **DONEE SPECIFICALLY ACKNOWLEDGES THAT BNSF IS CONVEYING AND DONEE IS OBTAINING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL KNOWN OR UNKNOWN PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM BNSF AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance of the Property, including any operations and activities conducted on the Property, with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the developmental potential of the Property, and Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; the condition of title to the Property, and the leases, easements, permits, orders, licensees, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"). DONEE represents and warrants to BNSF that DONEE has not relied and will not rely on, and BNSF is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by BNSF, the manager of the Property, or any real estate broker or agent representing or purporting to represent BNSF, to whomever made or given, directly or indirectly, orally or in writing.

2. Assumption of Risks. DONEE assumes the risk that Hazardous Substances may have impacted soil and groundwater at the Property and assumes the risk that other adverse matters may affect the Property that were not revealed in the analytical results provided by BNSF or determined by DONEE's inspection. DONEE assumes and agrees to pay for, perform and discharge in due course all liabilities for all environmental, ecological, health or other claims pertaining to the Property which relate to the Condition of the Property or operations and activities conducted at the Property on or prior to the date of this Deed, including, but not limited to, conducting any investigation, removal or remedial actions or implementing any institutional controls required by any state, federal or local authority or required by any Environmental Law imposing liability on any person for the existence of Hazardous Substances at the Property.

3. Release. DONEE hereby unconditionally waives, releases, covenants not to sue, and discharges forever BNSF and BNSF's officers, directors, shareholders, employees and agents from any and all present or future claims, demands, suits, damages, Losses (defined below), injuries, liabilities, causes of actions, costs, expenses, fines, penalties, judgments (including, without limitation, attorneys' fees and legal costs) of any and every kind or character, known or unknown, which DONEE could presently or in

the future assert or allege against BNSF and BNSF's officers, directors, shareholders, employees and agents arising from or in any way related, in whole or part, to the Condition of the Property.

4. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, DONEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD BNSF HARMLESS FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS, SUITS, DAMAGES, LOSSES (DEFINED BELOW), INJURIES, LIABILITIES, CAUSES OF ACTIONS, COSTS, EXPENSES, FINES, PENALTIES, JUDGMENTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LEGAL COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH DONEE COULD PRESENTLY OR IN THE FUTURE ASSERT OR ALLEGE AGAINST BNSF AND BNSF'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS ARISING FROM OR IN ANY WAY RELATED, IN WHOLE OR PART, TO THE CONDITION OF THE PROPERTY, EVEN IF ARISING FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY ACT, OMISSION OR NEGLIGENCE OF BNSF. THE ONLY LIABILITIES WITH RESPECT TO WHICH DONEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

5. Defense. Upon written notice from BNSF, DONEE agrees to assume the defense of any lawsuit or other proceeding brought against BNSF by any entity, relating to any matter for which DONEE has an obligation to assume liability for and/or save and hold harmless BNSF. DONEE shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

6. Definitions. The term "Losses" includes without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, and (b) damages for injury or death of any person. The term "**Environmental Law**" means any past, present or future federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Oil Pollution Act and any similar or comparable state or local law. The term "**Hazardous Substance**" means any "hazardous substance," "hazardous material," "solid waste," "hazardous waste," "oil," "pollutant," "contaminant," "hazardous air pollutant," "toxic chemical," "radioactive substance," "infectious substance," petroleum or petroleum product," "extremely hazardous substance," "pesticide," "chemical substance," "asbestos," "microorganism," or related substance in any quantity as those terms are generally understood or as those terms are now or hereafter defined in, or regulated by, any Environmental Law.

7. RESERVATIONS

7.1 Amtrak Rights. DONEE's interest in the Property is subject to the rights of National Passenger Railroad Corporation ("Amtrak") in and to the Property pursuant to (i) the Rail Passenger Service Act (49 U.S.C. 24309 et seq.) as amended, and (ii) the agreement between Amtrak and the predecessors in interest of BNSF dated September 1, 1996 concerning, in part, the provision of BNSF facilities to Amtrak. DONEE shall provide Amtrak with operating capacity within the Property on conditions and terms that will satisfy and be entirely consistent with all of BNSF's obligations to Amtrak in such regard. Occupancy and/or uses by Amtrak may include the right of Amtrak to contract for limited food services within the Property incidental to its operations. It is the intent of the parties that Amtrak's rights with respect to the Property will not, in any way, be changed due to the donation of the Property by BNSF to DONEE.

7.2 Third Party Rights. DONEE's interest shall be subject to the rights and interests of all third parties in and to the Property including, but not limited to, all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property and whether or not of

public record. DONEE and BNSF acknowledge and agree that any revenue that may accrue to BNSF from such interest holders is de minimis.

7.3 General Access Rights. BNSF, successors and assigns shall have a perpetual easement on the Property for the use by BNSF, its tenants, invitees, licensees and designees of any presently existing or future driveways, roads, or access ways located on the Property for purposes of vehicular and pedestrian ingress and egress to and from BNSF's right of way for the purpose of maintaining, repairing, operating or repairing such right of way. It is understood and agreed by BNSF and Donee that such use does not unduly burden Donee's intended use of the Property. BNSF shall have and hold said easement for so long as same shall be used for ingress, egress and access purposes and until BNSF, its successors or assigns, shall cease use for such purposes with the intent to abandon said easement.

7.4 Access Easement Rights. BNSF, its successors and assigns shall have a perpetual easement on the Property for the use by BNSF, its tenants, invitees, licensees and designees over and across the area legally described in Exhibit C-1 attached hereto for purposes of vehicular and pedestrian ingress, egress and access to and from properties adjacent to the Property in which BNSF, its successors and assigns have an interest. It is understood and agreed by BNSF and Donee that such use does not unduly burden Donee's intended use of the Property. BNSF shall have and hold said easement for so long as same shall be used for ingress, egress and access purposes and until said BNSF, its successors or assigns, shall cease use for such purposes with the intent to abandon said easement.

7.5 Drainage Requirement. Any improvements constructed or altered on the Property after the date BNSF quitclaims its interest to DONEE shall be constructed or altered in such a manner to provide adequate drainage of water away from any of BNSF's railroad tracks on nearby property.

7.6 Paid Parking Restriction. Donee shall not permit paid parking to be required on any part of the Property.

7.7 BNSF's Interest. DONEE acknowledges and affirms that BNSF may not hold fee simple title to the Property, that BNSF's interest in the Property, if any, may rise only to the level of an easement for railroad purposes. DONEE is willing to accept BNSF's title to the Property, if any, on this basis and expressly releases BNSF, its successors and assigns from any claims that DONEE or its successors may have as a result of an abandonment of the line of rail running over or adjacent to the Property. In light of BNSF's disclosure that it may not hold a fee interest in the Property, DONEE agrees to indemnify, defend and hold BNSF harmless from any suit or claim for damages, punitive or otherwise, expenses, attorneys' fees, or civil penalties that may be imposed on BNSF as the result of any person or entity claiming an interest in the Property or claiming that BNSF did not have the right to transfer the Property to DONEE.

* * *

EXHIBIT C-1 – Quit Claim Deed

INGRESS AND EGRESS

RESERVED EASEMENT LEGAL DESCRIPTION

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW 1/4 of the NW 1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet; thence North 88°55'02" West, 140.66 feet; thence South 1°19'00" West, 217.46 feet; thence North 88°41'00" West, 48 feet; thence North 1°19'00" East, 15 feet; thence South 88°41'00" East, 33 feet; thence North 1°19'00" East, 239.77 feet to the Point of Beginning.

* * *

KING COUNTY RECORDER
500 4TH AVENUE, ROOM 311
SEATTLE, WA 98104
206-296-1570

ISSUED TO:RIDDELL

RECEIPT # 1392453
02/15/2008 03:31:42 PM

DESCRIPTION	FEE
COPY,CONFO 3 PGS	3.00
31:42 20080215002336	
QUIT CLAIM 9 PGS	50.00
31:42 20080215002337	
EASEMENT 10 PGS	51.00
31:42 20080215002338	
EASEMENT 10 PGS	51.00
31:42 2333010	
E-Tax 1 PG	5.00
E-Tax 1 PG	5.00

==========

Total Amount Due $165.00

Total Number Docs: 4

CHECK 93714 165.00

==========

Total Payments: $165.00

VISIT US AT WWW.METROKC.GOV/
RECELEC/RECORDS/

Deputy: BERNICEZ

Excise Tax Affidavit
Recorded on February 15, 2008 under
King County Recorder's Number
E2333010
(Conformed Copy)

Department of Revenue
Washington State

PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

1 SELLER GRANTOR

Name: BNSF Railway Company

Mailing Address: 2500 Lou Menk Dr., AOB-3

City/State/Zip: Fort Worth, TX 76131

Phone No. (including area code):

2 BUYER GRANTEE

Name: The City of Seattle

Mailing Address: P.O. Box 34996

City/State/Zip: Seattle, WA 98124-4006

Phone No. (including area code):

3 Send all property tax correspondence to: ☑ Same as Buyer/Grantee

Name:

Mailing Address:

City/State/Zip:

Phone No. (including area code):

List all real and personal property tax parcel account numbers – check box if personal property		List assessed value(s)
524780-1160	☐	$19,054,700 (whole parcel)
	☐	
	☐	
	☐	

4 Street address of property: 301 S. Jackson Street

This property is located in Seattle

☑ Check box if any of the listed parcels are being segregated from a larger parcel.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See attached Exhibit A.

5 Select Land Use Code(s):

41 - Railroad/transit transportation

enter any additional codes:

(See back of last page for instructions)

	YES	NO
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?	☐	☑

6

	YES	NO
Is this property designated as forest land per chapter 84.33 RCW?	☐	☑
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	☐	☑
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	☐	☑

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☐ does ☐ does not qualify for continu...

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection): 458-61A-201(1)

Reason for exemption

Gift - donation for no consideration

Type of Document: Quit Claim Deed

Date of Document: 1/29/08

Gross Selling Price $	0.00
*Personal Property (deduct) $	
Exemption Claimed (deduct) $	
Taxable Selling Price $	0.00
Excise Tax : State $	0.00
0.0050 Local $	0.00
*Delinquent Interest: State $	
Local $	
*Delinquent Penalty $	
Subtotal $	0.00
*State Technology Fee $	5.00
*Affidavit Processing Fee $	5.00
Total Due $	10.00

A MINIMUM OF $10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

CONFORMED COPY

E2333010
02/15/2008 15:31
KING COUNTY, WA
TAX
SALE
$10.00
$0.00
PAGE001 OF 001

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent:

Name (print): DAVID D. BUCK

Date & city of signing: 2/15/08 Seattle

Signature of Grantee or Grantee's Agent:

Name (print): RODNEY EDS

Date & city of signing: 2/15/08

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars ($5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001ae (a) (2/1/08) THIS SPACE - TREASURER'S USE ONLY COUNTY TREASURER

EXHIBIT A – Quitclaim Deed

PROPERTY LEGAL DESCRIPTION

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW 1/4 of the NW 1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level; thence South 2°11'41" West, along the East line of said Station Building, at ground level, and its Southerly prolongation, 332 feet; thence North 87°48'19" West, 181.74 feet; thence North 1°12'28" East, 26.15 feet; thence North 88°41'00" West, 1.8 feet; thence North 1°19'00" East, 100.0 feet; thence South 88°41'00" East, 33.0 feet; thence North 01°19'00" East, 239.77 feet to the point of beginning.

* * *

State of Washington
Department of Revenue
Miscellaneous Tax Section
PO Box 47477
Olympia WA 98504-7477

REAL ESTATE EXCISE TAX SUPPLEMENTAL STATEMENT

(WAC 458-61A-304)

This form must be submitted with the Real Estate Excise Tax Affidavit (FORM REV 84 0001A) for claims of tax exemption as provided below. Completion of this form is required for the types of real property transfers listed in numbers 1-3 below. Only the first page of this form needs original signatures.

AUDIT: Information you provide on this form is subject to audit by the Department of Revenue. **In the event of an audit, it is the taxpayers' responsibility to provide documentation to support the selling price or any exemption claimed.** This documentation must be maintained for a minimum of four years from date of sale. (RCW 82.45.100) Failure to provide supporting documentation when requested may result in the assessment of tax, penalties, and interest. Any filing that is determined to be fraudulent will carry a 50% evasion penalty in addition to any other accrued penalties or interest when the tax is assessed.

PERJURY: Perjury is a class C felony which is punishable by imprisonment in a state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars ($5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

The persons signing below do hereby declare under penalty of perjury that the following is true (check appropriate statement):

1. ☐ DATE OF SALE: (WAC 458-61A-306(2))

I, (print name)_____ certify that the_____ (type of instrument), dated_____, was delivered to me in escrow by_____ (seller's name). **NOTE:** Agent named here must sign below and indicate name of firm. The payment of the tax is considered current if it is not more than 90 days beyond the date shown on the instrument. If it is past 90 days, interest and penalties apply to the date of the instrument.

Reasons held in escrow: _____

Signature _____ Firm Name _____

2. GIFTS: (WAC 458-61A-201) The gift of equity is non-taxable; however, any consideration received is not a gift and is taxable. The value exchanged or paid for equity plus the amount of debt equals the taxable amount. One of the boxes below must be checked. Both Grantor (seller) and Grantee (buyer) must sign below.

RSE DDB

Grantor (seller) gifts equity valued at $ 12,200,000 to grantee (buyer).

NOTE: Examples of different transfer types are provided on the back. This is to assist you with correctly completing this form and paying your tax.

"**Consideration**" means money or anything of value, either tangible (boats, motor homes, etc) or intangible, paid or delivered, or contracted to be paid or delivered, including performance of services, in return for the transfer of real property. The term includes the amount of any lien, mortgage, contract indebtedness, or other encumbrance, given to secure the purchase price, or any part thereof, or remaining unpaid on the property at the time of sale. "**Consideration**" includes the assumption of an underlying debt on the property by the buyer at the time of transfer.

A: **Gifts with consideration**

1. ☐ Grantor (seller) has made and will continue to make all payments after this transfer on the total debt of $_____ and has received from the grantee (buyer) $_____ (include in this figure the value of any items received in exchange for property). Any consideration received by grantor is taxable.
2. ☐ Grantee (buyer) will make payments on_____% of total debt of $_____ for which grantor (seller) is liable and pay grantor (seller) $_____ (include in this figure the value of any items received in exchange for property). Any consideration received by grantor is taxable.

B: **Gifts without consideration**

1. ☑ There is no debt on the property; Grantor (seller) has not received any consideration towards equity. No tax is due.
2. ☐ Grantor (seller) has made and will continue to make 100% of the payments on total debt of $_____ and has not received any consideration towards equity. No tax is due.
3. ☐ Grantee (buyer) has made and will continue to make 100% of the payments on total debt of $_____ and has not paid grantor (seller) any consideration towards equity. No tax is due.
4. ☐ Grantor (seller) and grantee (buyer) have made and will continue to make payments from joint account on total debt before and after the transfer. Grantee (buyer) has not paid grantor (seller) any consideration towards equity. No tax is due.

Has there been or will there be a refinance of the debt? ☐ YES ☑ NO

If grantor (seller) was on title as co-signor only, please see WAC 458-61A-215 for exemption requirements.

The undersigned acknowledges this transaction may be subject to audit and have read the above information regarding record-keeping requirements and evasion penalties.

Grantor's Signature _____ Grantee's Signature _____

3. ☐ IRS "TAX DEFERRED" EXCHANGE (WAC 458-61A-213)

I, (print name)_____, certify that I am acting as an Exchange Facilitator in transferring real property to_____ pursuant to IRC Section 1031, and in accordance with WAC 458-61A-213.
NOTE: Exchange Facilitator must sign below.

Exchange Facilitator's Signature _____

For tax assistance, contact your local County Treasurer/Recorder or visit http://dor.wa.gov or call (360) 570-3265. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users please call 1-800-451-7985.

COUNTY TREASURER

Aerial Canopy Easement Agreement
Recorded on February 15, 2008 under
King County Recorder's Number
20080215002338
(Original)

SEATTLE TRANSPORTATION
08 MAR 10 PM 12: 12

The City of Seattle
SDOT Director's Office
P.O. Box 37996
Seattle, WA 98124-4996
Attn.: Grace Crunican

20080215002338
RIDDELL EAS 51.00
PAGE001 OF 010
02/15/2008 15:31
KING COUNTY, WA

Document title(s): **Aerial Canopy Easement Agreement**

Reference number(s) of document(s) assigned or released (if applicable): **N/A**

Grantor(s): **BNSF Railway Company**

Grantee(s): **The City of Seattle**

Legal description (abbreviated):

Ptn SW ¼ NW ¼ S05-T24N-R04E, WM

Assessor's Tax Parcel Number(s): **524780-1160**

EXCISE TAX NOT REQUIRED
King Co. Records
By _____, Deputy

4814-5899-9810.01
021508/1313/49450.00011

AERIAL CANOPY AREA EASEMENT AGREEMENT

After recording return to:

The City of Seattle
SDOT Director's Office
P.O. Box 37996
Seattle, WA 98124-4996
Attn: Grace Crunican

AERIAL CANOPY EASEMENT AGREEMENT

BNSF: **BNSF Railway Company**

Donee: **The City of Seattle**

Short Legal: A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW1/4 of the NW1/4 Section 5, Township 24 North, Range 4 East, W.M.,

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BNSF RAILWAY COMPANY** ("**BNSF**") hereby grants without warranty unto **THE CITY OF SEATTLE** ("**Donee**") subject to the terms and conditions hereinafter set forth, an easement (the "**Easement**') for use, maintenance and repair of canopies (the "**Permitted Use**") which are attached to the East and South sides of the King Street Station in Seattle, Washington, for purposes of protecting pedestrians from the elements (the "**Canopies**"). The Canopies are located in the air space over the property described in Schedule A (the "**Easement Area**").

The Easement is made subject to and upon the following express conditions:

1. Limitations on Donee's Use. Donee on behalf of itself, its successors and assigns, covenants and agrees not to construct any structures, grant any uses or engage in or permit any activity within the Easement Area other than the Permitted Use.

2. Easement Runs with the Land. This Easement and the terms and conditions of this Agreement shall run with the land and be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of BNSF and Donee.

3. Tax Assessments and Utility Costs. BNSF is not responsible for property tax assessments on Donee improvements within the Easement Area. Donee shall be responsible for payment of any and all costs related to relocation or separate metering of any utilities serving Donee's property of improvements.

4. Benefited Property. The Easement is appurtenant to and benefits Donee's land described in Schedule B.

5. Amendment; Termination. This Agreement may be amended and the Easement may be abandoned or terminated only with the written consent of BNSF and Donee. Any such amendment, abandonment or termination shall be in writing, executed and acknowledged by BNSF and Donee, and duly recorded in the Official Records of King County, Washington. Any relocation of the Easement shall be made at the expense of the party requesting such relocation and shall be subject to the prior written approval of the BNSF.

6. Modification or Relocation of Canopies or Easement Area. If, at any time, BNSF desires the use of the Easement Area in such a manner that, in BNSF's reasonable opinion, would be incompatible with the continued presence of all or any portion of the Canopies or the Easement granted herein, BNSF, at BNSF's sole cost, shall modify or relocate the Canopies and/or the Easement Area as necessary to avoid interference or incompatibility with BNSF's proposed use of the Easement Area, provided that such action shall not materially impair the City's continued use and enjoyment of and right to maintain the canopies. BNSF shall provide to Donee at least thirty (30) days prior written notice that the Canopies or the Easement Area must be modified or relocated. In addition to such notice, BNSF shall provide to Donee detailed plans of the proposed modification or relocation, identification of BNSF's proposed engineer and contractor, a schedule for such modification or relocation, a description of all actions to be taken by BNSF to mitigate any potential negative impacts on Donee's operations, Donee shall cooperate with BNSF's efforts to modify or relocate the Canopies and/or the Easement Area as provided herein provided such proposed modification or relocation will not materially harm Donee's operations of its property adjacent to the Easement Area.

7. Indemnification. Donee agrees to defend, indemnify and hold harmless BNSF from and against any claim, loss, liability, damage or expense (including attorneys' fees and court costs) which arise out of or relate to the use of the Easement Area and activities regarding the Permitted Use by Donee, its employees, agents, licensees and contractors. Donee's obligations under this Section 7 do not apply to claims, losses, liabilities, damages or expenses to the extent they are caused by increased risks to Donee resulting from BNSF's relocation of the Easement Area as permitted in Section 6 above.

8. Self-Insurance and Insurance.

8.1 Donee shall maintain during the life of this Agreement, at its sole cost and expense, a self-insurance program covering General Liability, Automobile Liability and Worker's Compensation exposures. The fact that self-insurance is maintained by Donee shall not be deemed to release or diminish the liability of Donee including, without limitation, liability under the indemnity provisions of this Agreement.

8.2 During any period of construction or maintenance associated with the Permitted Use by the Donee, Donee shall, at its sole cost and expense and in addition to its self-insurance program, maintain Railroad Protective Liability insurance naming only BNSF as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The original policy shall be issued on a standard ISO form CG 00 35 10 93 and shall be provided to BNSF prior to performing any work or services.. Coverages shall include a Pollution Exclusion Amendment (ISO form CG 28 31 10 93) and Limited Seepage and Pollution Endorsement, and be endorsed to remove any exclusion for punitive damages and to include Evacuation Expense Coverage Endorsement. The original policy must be provided to BNSF prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability insurance policy, if available Donee may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy available to Donee or its contractor. The limits of coverage are the same as above.

8.3 If any portion of the construction or maintenance associated with the Permitted Use is to be contracted by Donee, Donee shall require that the contractor shall provide and maintain insurance coverage(s) as set forth herein, naming BNSF as an additional insured, and shall require that the contractor shall release, defend and indemnify BNSF to the same extent and under the same terms and conditions as Donee is required to release, defend and indemnify BNSF herein.

8.3.1 Commercial General Liability insurance including broad form contractual liability with a combined single limit of a minimum of $2,000,000 each occurrence and an aggregate limit of at least $ 4,000,000 but in no event less than the amount otherwise carried by the contract holder. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire Legal Liability
- Products and Completed Operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to BNSF.
- Additional Insured endorsement in favor of and acceptable to BNSF.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by BNSF.
- It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder's contractors and shall not apply to BNSF employees.

No other endorsements limiting coverage as respects to obligations under this Agreement or work being performed under this Agreement may be included on the policy.

8.3.2 Business Automobile Insurance with a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to, Bodily Injury and Property Damage to any and all vehicles owned, used or hired. The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to BNSF.
- Additional insured endorsement in favor or and acceptable to BNSF.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by BNSF.

8.3.3 Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Donee's contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain a waiver of subrogation in favor of and acceptable to BNSF, which shall be indicated on the certificate of insurance. Any insurance policy shall be written by a reputable Insurance company acceptable to BNSF or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

8.4 Donee waives its right of recovery against BNSF for loss of its owned or leased property or property under Donee's care, custody or control. Donee's contractor is not allowed to self-insure without the prior written consent of BNSF. If granted by BNSF, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Donee's contractor in lieu of insurance.

Any and all BNSF liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Donee's contractor's insurance will be covered as if Donee's contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

8.5 Prior to commencing the Work, Donee's contractor shall furnish to BNSF an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.

8.6 Not more frequently than once every five years, BNSF may reasonably modify the required Donee contractor insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

8.7 Failure to provide evidence as required by this section shall entitle, but not require, BNSF to pursue its remedies available at law and in equity. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Donee's obligations hereunder.

8.8 In the event of a claim or lawsuit involving BNSF arising out of this agreement, Donee will make available any required policy covering such claim or lawsuit. However, as respects the self-insurance program specified in paragraph 8.1, BNSF acknowledges that the City does not, as of the date of this Agreement, have a self-insurance policy document.

8.9 For purposes of this section, BNSF shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

8.10 Damages recoverable by BNSF shall not be limited by the amount of insurance or self-insurance coverage.

9. General Provisions.

9.1 Transferability; Successors. The rights and obligations of the parties shall be transferable only in connection with a transfer of the property to which they are appurtenant. Subject to the foregoing, all terms of this grant shall be binding upon, inure to the benefit of, and be enforceable by the parties and their legal representatives, successors and assigns. Upon transfer of fee title to the property described on Schedule A , the transferring owner shall be released from all obligations accruing after the date of such transfer. Upon transfer of fee title to the property described on Schedule B, the transferring owner shall not be released from its obligations hereunder, whether or not accruing after the date of transfer.

9.2 Governing Law. The terms and provisions of this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Washington.

9.3 Attorneys' Fees. If either of the Owners commences an action or proceeding to enforce the terms of this Agreement or for breach of this Agreement, the prevailing party shall be entitled to recover its costs incurred in such enforcement, including reasonable attorneys' fees incurred by such party's outside attorneys.

9.4 Injunctive Relief. In the event of any violation or threatened violation of this grant, Donee shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of such violation shall be given to the other party.

9.5 Dispute Resolution. No action shall be commenced until the parties have attempted to resolve their dispute through good faith negotiations and, if feasible, mediation.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Donee for its use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said BNSF has caused this instrument to be signed by its authorized officers, and the corporate seal affixed on the 8th day of February, 2008.

DONEE

THE CITY OF SEATTLE

By: Grace Crunican

Title: Director of Transportation

Notice Address:

SDOT Director's Office
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Grace Crunican

BNSF

BNSF RAILWAY COMPANY

By: Julie Piggott

Title: VP Finance

Notice Address:

2500 Lou Menk Drive – AOB 3
Fort Worth, Texas 76131-2830
Attn: David P Schneider

Approved as to Form:

SEATTLE CITY ATTORNEY'S OFFICE

By: Rodney Ey

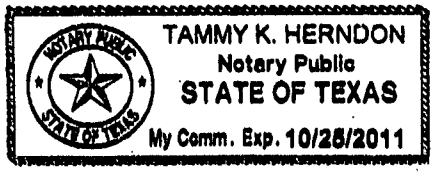
Title: Assistant City Attorney

Dated: 1/29/08

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

I certify that I know or have satisfactory evidence that Julie Piggott is the person who appeared before me, and said person acknowledged that he/she was the V.P. Finance of BNSF RAILWAY COMPANY, a Delaware corporation, and that he/she was authorized to execute the instrument as the free and voluntary act of said corporation for the uses and purposes mentioned in the foregoing instrument.

DATED: 02·08, 2008.



Tammy K. Herndon
(Signature)

TAMMY K. HERNDON
(Print name legibly)

NOTARY PUBLIC in and for the State of Texas

My commission expires _____

[illegible]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 29th day of January 2008, before me personally appeared Grace Crunican to me known to be the Director of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
State of Washington
FAY M. ALEXANDER
MY COMMISSION EXPIRES
March 1, 2009

Fay M Alexander
(Signature)

Fay M Alexander
(Print name legibly)

NOTARY PUBLIC in and for the State of Washington

Residing at: Seattle

My commission expires 3-1-2009

Notary Public
State of Washington
RAY M. ALEXANDER
My COMMISSION EXPIRES
March 1, 2009

SCHEDULE A – Aerial Canopy Easement

Easement Area

EAST PARCEL

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW1/4 of the NW1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Commencing at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level, said corner being the Point of Beginning for the tract herein described; thence South 88°55'02" East, along the Easterly prolongation of the North line of said Station Building at ground level, 22.7 feet; thence South 2°14'23" West, 48.29 feet; thence South 87°45'37" East, 3.20 feet; thence South 2°14'23" West, 284.15 feet; thence North 87°48'19" West, 25.62 feet to the Southerly prolongation of the East line of said Station Building, at ground level; thence North 2°11'41" East, along said East line and its Southerly prolongation, 332 feet to the Point of Beginning.

The upper vertical limit of said tract shall be the elevation twelve (12) inches above the top of the building canopy surface thereon, and the lower vertical limit of said tract shall be an elevation 3.00 feet below said surface, provided that the easement area shall include areas necessary for the location of the existing canopy support posts and any replacements located in the same areas.

* * *

SOUTHWEST PARCEL

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW1/4 of the NW1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Commencing at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level; thence South 2°11'41" West, along the Easterly line of said Station Building, at ground level and its Southerly prolongation 332 feet to the Easterly prolongation of the most Southerly line of said Station Building, at ground level; thence North 87°48'19" West, along said Southerly line and its Easterly prolongation, 122.47 feet to the most Southerly Southwest corner of said Station Building, at ground level, said corner being the Point of Beginning of the tract herein described; thence continuing North 87°48'19" West, 35 feet; thence South 2°11'41" West, 25.5 feet; thence South 87°48'19" East, 35 feet; thence North 2°11'41" East, 25.5 feet to the Point of Beginning.

The upper vertical limit of said tract shall be the elevation twelve (12) inches above the top of the building canopy surface thereon, and the lower vertical limit of said tract shall be an elevation 3.00 feet below said surface, provided that the easement area shall include areas necessary for the location of the existing canopy support posts and any replacements located in the same areas.

* * *

SCHEDULE B – Aerial Canopy Easement

Benefited Property

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW 1/4 of the NW 1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level; thence South 2°11'41" West, along the East line of said Station Building, at ground level, and its Southerly prolongation, 332 feet; thence North 87°48'19" West, 181.74 feet; thence North 1°12'28" East, 26.15 feet; thence North 88°41'00" West, 1.8 feet; thence North 1°19'00" East, 100.0 feet; thence South 88°41'00" East, 33.0 feet; thence North 01°19'00" East, 239.77 feet to the point of beginning.

* * *

Agreement Re: Partial Assignment of
Access Area Use Rights
Recorded on February 15, 2008 under
King County Recorder's Number
20080215002337
(Original)

SEATTLE TRANSPORTATION

08 MAR 10 PM 12: 13

The City of Seattle
SDOT Director's Office
P.O. Box 37996
Seattle, WA 98124-4996
Attn.: Grace Crunican

20080215002337
RIDDELL EAS 51.00
PAGE001 OF 010
02/15/2008 15:31
KING COUNTY, WA

Document title(s): **Agreement Re: Partial Assignment of Access Area Use Rights**

Reference number of document assigned (if applicable): **9801200568**

Grantor(s): **BNSF Railway Company**

Grantee(s): **The City of Seattle**

Legal description (abbreviated):

Burdened Parcel: Ptn Lot 5, Block 13, D. S. Maynard's Plat of Seattle, Vol. 1, pg. 23; & Ptn vacated Third Avenue South

Benefited Parcel: Ptn SW ¼ NW ¼ S05-T24N-R04E, WM

Assessor's Tax Parcel Number(s):

Burdened Parcel: 524780-0795

Benefited Parcel: 524780-1160

4821-8048-5634.01
021508/1311/49450.00011

EXCISE TAX NOT REQUIRED
King Co. Records
By _____, Deputy

PARTIAL ASSIGNMENT OF ACCESS AREA USE RIGHTS

After recording return to:

SDOT Director's Office
P.O. Box 34996
Seattle, WA 98124-4006
Attn: Grace Crunican

AGREEMENT RE: PARTIAL ASSIGNMENT
of
ACCESS AREA USE RIGHTS

BNSF: **BNSF Railway Company**
Donee: **The City of Seattle**
Short Legal:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BNSF RAILWAY COMPANY ("BNSF") hereby grants, without warranty unto The CITY OF SEATTLE ("Donee") subject to the terms and conditions hereinafter set forth, an easement (the "Easement') for pedestrian and vehicle ingress and egress on a shared basis with BNSF (the "Permitted Use") on and over the property described in Schedule A (the "Easement Area"). BNSF's interest in the Easement Area is held under an easement agreement (the "Underlying Easement") dated January 15, 1998 by and between CDP-King County III as the grantor and BNSF as the grantee.

The Easement is made subject to and upon the following express conditions:

1. Limitations on Donee's Use. Donee on behalf of itself, its successors and assigns, covenants and agrees not to construct any structures, grant any uses or engage in or permit any activity within the Easement Area other than the Permitted Use.

2. Reservation of Rights. BNSF reserves for itself, its lessees, licensees, successors and assigns its right to use the Easement Area for pedestrian and vehicular ingress and egress.

3. Easement Runs with the Land. This Easement and the terms and conditions of this Agreement shall run with the land and be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of BNSF and Donee.

4. Tax Assessments and Utility Costs. BNSF is not responsible for property tax assessments on any Donee improvements within the Easement Area. Donee shall be responsible for payment of any and all costs related to relocation or separate metering of any utilities serving Donee's property of improvements.

5. Benefited Property. The Easement is appurtenant to and benefits Donee's land described in Schedule B.

6. Amendment; Termination; Modification or Relocation of Easement Area. This Agreement may be amended and the Easement may be abandoned or terminated only with the written consent of BNSF and Donee. Any such amendment, abandonment or termination shall be in writing, executed and acknowledged by BNSF and Donee, and duly recorded in the Official Records of King County, Washington. Any relocation of the Easement shall be made at the expense of the party requesting such relocation and shall be subject to the prior written approval of the BNSF. This Agreement shall terminate if and when BNSF's rights under the Underlying Easement terminates. If, at any time, BNSF desires the use of the Easement Area in such a manner that, in BNSF's reasonable opinion, would be incompatible with the continued use of all or any portion of the Easement Area by Donee, granted herein, BNSF, at BNSF's sole cost, shall modify or relocate the Easement Area as necessary to avoid interference or incompatibility with BNSF's proposed use of the Easement Area, provided that such action shall not materially impair the City's continued use and enjoyment of and right to maintain the canopies. BNSF shall provide to Donee at least thirty (30) days prior written notice that the Easement Area must be modified or relocated. In addition to such notice, BNSF shall provide to Donee detailed plans of the proposed modification or relocation, identification of BNSF's proposed engineer and contractor, a schedule for such modification or relocation, a description of all actions to be taken by BNSF to mitigate any potential negative impacts on Donee's operations, Donee shall cooperate with BNSF's efforts to modify or relocate the Easement Area as provided herein provided such proposed modification or relocation will not materially harm Donee's operations of its property adjacent to the Easement Area.

7. Indemnification. Donee agrees to defend, indemnify and hold harmless BNSF from and against any claim, loss, liability, damage or expense (including attorneys' fees and court costs) which arise out of or relate to the use of the Easement Area and activities regarding the Permitted Use by Donee, its employees, agents, licensees and contractors. Donee's obligations under this Section 7 do not apply to claims, losses, liabilities, damages or expenses to the extent they are caused by increased risks to Donee resulting from BNSF's relocation of the Easement Area as permitted in Section 6 above.

8. Self-Insurance and Insurance.

8.1 Donee shall maintain during the life of this Agreement, at its sole cost and expense, a self-insurance program covering General Liability, Automobile Liability and Worker's Compensation exposures. The fact that self-insurance is maintained by Donee shall not be deemed to release or diminish the liability of Donee including, without limitation, liability under the indemnity provisions of this Agreement.

8.2 During any period of construction or maintenance associated with the Permitted Use by the Donee, Donee shall, at its sole cost and expense and in addition to its self-insurance program, maintain Railroad Protective Liability Insurance naming only BNSF as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The original policy shall be issued on a standard ISO form CG 00 35 10 93 and shall be provided to BNSF prior to performing any work or services. Coverages shall include a Pollution Exclusion Amendment (ISO form CG 28 31 10 93) and Limited Seepage and Pollution Endorsement, and be endorsed to remove any exclusion for punitive damages and to include Evacuation Expense Coverage Endorsement. The original policy must be provided to BNSF prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability insurance policy, if available Donee may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy available to Donee or its contractor. The limits of coverage are the same as above.

8.3 If any portion of the construction or maintenance associated with the Permitted Use is to be contracted by Donee, Donee shall require that the contractor shall provide and maintain insurance coverage(s) as set forth herein, naming BNSF as an additional insured, and shall require that the contractor shall release, defend and indemnify BNSF to the same extent and under the same terms and conditions as Donee is required to release, defend and indemnify BNSF herein.

8.3.1 Commercial General Liability insurance including broad form contractual liability with a combined single limit of a minimum of $2,000,000 each occurrence and an aggregate limit of at least $ 4,000,000 but in no event less than the amount otherwise carried by the contract holder. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire Legal Liability
- Products and Completed Operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to BNSF.
- Additional insured endorsement in favor of and acceptable to BNSF.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by BNSF.
- It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder's contractors and shall not apply to BNSF employees.

No other endorsements limiting coverage as respects to obligations under this Agreement or work being performed under this Agreement may be included on the policy.

8.3.2 Business Automobile Insurance with a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to, Bodily Injury and Property Damage to any and all vehicles owned, used or hired. The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to BNSF.
- Additional insured endorsement in favor or and acceptable to BNSF.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by BNSF.

8.3.3 Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Donee's contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain a waiver of subrogation in favor of and acceptable to BNSF, which shall be indicated on the certificate of insurance. Any insurance policy shall be written by a reputable insurance company acceptable to BNSF or with a current Best's Guide Rating of A- and

Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

8.4 Donee waives its right of recovery against BNSF for loss of its owned or leased property or property under Donee's care, custody or control. Donee's contractor is not allowed to self-insure without the prior written consent of BNSF. If granted by BNSF, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Donee's contractor in lieu of insurance. Any and all BNSF liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Donee's contractor's insurance will be covered as if Donee's contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

8.5 Prior to commencing the Work, Donee's contractor shall furnish to BNSF an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.

8.6 Not more frequently than once every five years, BNSF may reasonably modify the required City contractor insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

8.7 Failure to provide evidence as required by this section shall entitle, but not require, BNSF to pursue its remedies at law or at equity. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Donee's obligations hereunder.

8.8 In the event of a claim or lawsuit involving BNSF arising out of this agreement, Donee will make available any required policy covering such claim or lawsuit. However, as respects the self-insurance program specified in paragraph 8.1, BNSF acknowledges that the City does not, as of the date of this Agreement, have a self-insurance policy document.

8.9 For purposes of this section, BNSF shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

8.10 Damages recoverable by BNSF shall not be limited by the amount of insurance or self-insurance coverage.

9. General Provisions.

9.1 Transferability; Successors. The rights and obligations of the parties shall be transferable only in connection with a transfer of the property to which they are appurtenant. Subject to the foregoing, all terms of this grant shall be binding upon, inure to the benefit of, and be enforceable by the parties and their legal representatives, successors and assigns. Upon transfer of fee title to the property described on Schedule A , the transferring owner shall be released from all obligations accruing after the date of such transfer. Upon transfer of fee title to the property described on Schedule B, the transferring owner shall not be released from its obligations hereunder, whether or not accruing after the date of transfer.

9.2 Governing Law. The terms and provisions of this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Washington.

9.3 Attorneys' Fees. If either of the parties commences an action or proceeding to enforce the terms of this Agreement or for breach of this Agreement, the prevailing party shall be entitled to recover its costs incurred in such enforcement, including reasonable attorneys' fees incurred by such party's outside attorneys.

9.4 Injunctive Relief. In the event of any violation or threatened violation of this grant, Donee shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

Prior to the commencement of any such action, written notice of such violation shall be given to the other party.

9.5 Dispute Resolution. No action shall be commenced until the parties have attempted to resolve their dispute through good faith negotiations and, if feasible, mediation.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Donee for its use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said BNSF has caused this instrument to be signed by its authorized officers, and the corporate seal affixed on the 8th day of February, 2008.

DONEE

THE CITY OF SEATTLE

By: Grace Crunican

Title: Director of Transportation

Notice Address:

SDOT Director's Office
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Grace Crunican

BNSF

BNSF RAILWAY COMPANY

By:

Title: V.P. Finance

Notice Address:

2500 Lou Menk Drive – AOB 3

Fort Worth, Texas 76131-2830
Attn: David P. Schneider

Approved as to Form:

SEATTLE CITY ATTORNEY'S OFFICE

By: Rodney Ey

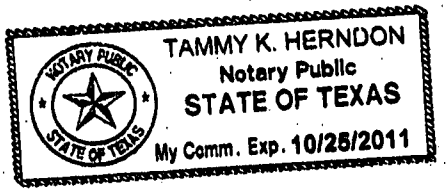
Title: Assistant City Attorney

Dated: 1/29/08

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

I certify that I know or have satisfactory evidence that Julie Piggott is the person who appeared before me, and said person acknowledged that he/~~she~~ was the V.P. Finance of BNSF RAILWAY COMPANY, a Delaware corporation, and that he/~~she~~ was authorized to execute the instrument as the free and voluntary act of said corporation for the uses and purposes mentioned in the foregoing instrument.

DATED: 02-08, 2008.



Tammy K. Herndon
(Signature)

TAMMY K. HERNDON
(Print name legibly)

NOTARY PUBLIC in and for the State of Texas
My commission expires _____

[illegible]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 29th day of January, 2008, before me personally appeared Grace Crunican, to me known to be the Director of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
State of Washington
FAY M. ALEXANDER
MY COMMISSION EXPIRES
March 1, 2009

Fay M Alexander
(Signature)

Fay M Alexander
(Print name legibly)

NOTARY PUBLIC in and for the State of Washington
Residing at: Seattle
My commission expires 3-1-2009

Notary Public
State of New York
FAY M. ALEXANDER
MY COMMISSION EXPIRES
March 1, 2009

SCHEDULE A – Partial Assignment

Easement Area

That portion of Lot 5, Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, and that portion of the West half of Third Avenue South, as vacated by City of Seattle Vacation Ordinance 2849, described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of said Block 13, with the centerline of said Vacated Third Avenue South; thence South 1°19'00" West, along said centerline, 184.77 feet to the Point of Beginning for the tract herein described; thence continuing South 1°19'00" West, along said centerline, 55 feet to the Easterly prolongation of the South line of said Block 13; thence North 88°47'32" West, along said prolongation and said South line of Block 13, a distance of 38 feet; thence North 35°55'21" East, 66.91 feet to the Point of Beginning.

* * *

SCHEDULE B – Partial Assignment

Benefited Property

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW1/4 of the NW1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level; thence South 2°11'41" West, along the East line of said Station Building, at ground level, and its Southerly prolongation, 332 feet; thence North 87°48'19" West, 181.74 feet; thence North 1°12'28" East, 26.15 feet; thence North 88°41'00" West, 1.8 feet; thence North 1°19'00" East, 100.0 feet; thence South 88°41'00" East, 33.0 feet; thence North 01°19'00" East, 239.77 feet to the point of beginning.

* * *

Bill of Sale and Assignment
(Original)

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT IS MADE and entered into this 8th day of February, 2008, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Assignor**") and THE CITY OF SEATTLE, a Washington municipal corporation ("**Assignee**").

WHEREAS, Assignor is conveying to Assignee certain real property ("**Land**") located in King County, Washington, more particularly described on Attachment A attached hereto and incorporated herein by reference, together with certain improvements ("**Improvements**") thereon; and

WHEREAS, Assignor desires to assign to Assignee certain rights and interests relating to the Land and/or Improvements.

NOW, THEREFORE, Assignor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, Assignor and Assignee agree as follows:

1. Assignor assigns and quitclaims to Assignee (a) all tangible personal property owned by Assignor located on the Property as of the date of this Assignment and used in connection with the operation or maintenance of the Improvements (collectively, the "**Personal Property**"), (b) Assignor's rights and obligations, as landlord, in and to that certain Lease dated February 27, 2003, between Assignor and National Passenger Railroad Corporation ("**Amtrak**")(the "**Lease**"), and (c) Assignor's rights and obligations solely with respect to the Land and Improvements under that certain Agreement between Assignor and Amtrak dated September 1, 1996. The Personal Property and Lease are collectively referred to as the "**Property**".

2. Assignee assumes from Assignor all obligations under the Lease arising from and after the date of this Assignment. Assignee shall indemnify, defend and hold Assignor harmless from and against all liabilities, claims, costs and expenses (including attorneys fees and court costs) arising from or related to the Lease to the extent accruing from or after the date of this Assignment.

3. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This agreement may be executed in counterparts, each of which shall be deemed to be an original; but, such counterpart when taken together shall constitute but one agreement

EXECUTED as of the date first hereinabove written.

ASSIGNOR:

By: Julie Piggott

Name: Julie Piggott

Title: VP Finance

ASSIGNEE:

By: Grace Crunican

Name: Grace Crunican

Title: Director of Transportation

4827-5167-0273.08
012908/1205/49450.00011

ATTACHMENT A – Bill of Sale and Assignment

Legal Description of Land

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW 1/4 of the NW 1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level; thence South 2°11'41" West, along the East line of said Station Building, at ground level, and its Southerly prolongation, 332 feet; thence North 87°48'19" West, 181.74 feet; thence North 1°12'28" East, 26.15 feet; thence North 88°41'00" West, 1.8 feet; thence North 1°19'00" East, 100.0 feet; thence South 88°41'00" East, 33.0 feet; thence North 01°19'00" East, 239.77 feet to the point of beginning.

* * *

Consent and Assignment
(Original)

ORIGINAL

CONSENT AND AGREEMENT

This Consent and Agreement ("**Agreement**") is entered into as of the _____ day of _____, 2007 among BNSF Railway Company ("**BNSF**"), The City of Seattle, Washington ("**City**") and National Passenger Railroad Corporation ("**Amtrak**").

Recitals:

A. Pursuant to the Rail Passenger Service Act (49 U.S.C. 243 et seq.) (the "**Act**"), BNSF and Amtrak have entered into that certain Agreement dated September 1, 1996 (the "**Amtrak/BNSF Agreement**") whereby BNSF makes certain of its facilities available for use by Amtrak including but not limited to the station located in Seattle, Washington commonly known as "King Street Station" and whereby Amtrak agrees to pay for operating and other costs attributable to such facilities.

B. BNSF and Amtrak have also entered into that certain Lease dated February 27th, 2003 (the "**Lease**") whereby Amtrak leases from BNSF certain space within King Street Station.

C. BNSF and City have entered into a Donation Agreement dated as of the date hereof (the "**Donation Agreement**") whereby BNSF has agreed to donate to City King Street Station including the land and certain parking areas as more particularly described in the Donation Agreement subject to Amtrak's rights to use King Street Station as contemplated in the Amtrak/BNSF Agreement and the Act. One of the primary purposes of the donation is to facilitate certain improvements that will be made to the physical condition of King Street Station. These improvements will benefit Amtrak and City.

D. Pursuant to the Donation Agreement, BNSF has assigned to City and City has assumed from BNSF, BNSF's rights and obligations under the Amtrak/BNSF Agreement solely as they relate to King Street Station and under the Lease.

E. The parties hereto wish to enter into this Agreement to (i) evidence Amtrak's consent to the donation of King Street Station as contemplated in the Donation Agreement, and (ii) verify Amtrak's continuing rights and obligations with respect to its use of King Street Station.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amtrak consents to the donation of King Street Station as contemplated in the Donation Agreement.

2. Amtrak certifies to City that (a) attached hereto as Exhibit A is a true, correct and complete copy of the Amtrak/BNSF Agreement and the Lease, as the same may have been modified or amended, and (b) Amtrak has not defaulted and is not currently in default in its obligations under the Amtrak/BNSF Agreement relating to King Street Station or Lease and, to Tenant's knowledge, BNSF has not defaulted and is not currently in default in any of its obligations under the Amtrak/BNSF Agreement with respect to King Street Station or the Lease. Neither Amtrak nor, to Amtrak's knowledge, BNSF has committed any breach under the Lease or Amtrak/BNSF Agreement which, alone or with the passage of time, the giving of notice, or both, would constitute a default thereunder that would affect the parties' respective rights and obligations regarding King Street Station.

3. City and Amtrak agree that upon City's acquisition of King Street Station, (a) Amtrak will attorn to and recognize City as the landlord under the Amtrak/BNSF Agreement with respect to King Street Station and under the Lease, with the same force and effect as if they were a direct agreements between City and Amtrak, (b) City will recognize Amtrak's rights to occupy and use King Street Station in accordance with the terms and conditions set forth in the Act and the Amtrak/BNSF Agreement with respect to King Street Station and under the Lease, with the same force and effect as if they were direct agreements between City and Amtrak, (c) City will not be liable for any defaults under the Amtrak/BNSF Agreement or Lease or other acts or omissions of City's predecessors in interest in King Street Station (including, but not limited to, BNSF), (d) City will have no obligation under the Amtrak/BNSF Agreement with respect to any facilities other than King Street Station, and (e) no modification of the Amtrak/BNSF Agreement between BNSF and Amtrak and no default by any party under the Amtrak/BNSF Agreement with respect to facilities other than King Street Station will affect the rights and obligations of Amtrak or City with respect to King Street Station.

4. Amtrak and BNSF agree that upon City's acquisition of King Street Station, no default by City or Amtrak under the Lease or the Amtrak/BNSF Agreement with respect to King Street Station will be considered a default under the Amtrak/BNSF Agreement as between BNSF and Amtrak or affect the rights and obligations of Amtrak and BNSF with respect to facilities other than King Street Station.

5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be considered the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into among the parties as of the date and year first above written.

National Passenger Railroad Corporation

By: B. Looloian
Name: Bruce Looloian
Title: AVP Real Estate Development

BNSF Railway Company

By: [signature]
Name: DJ Mitchell II
Title: AVP, Passenger Operations

City of Seattle, Washington

By: [signature]
Name:
Title:

ORIGINAL

"Exhibit A"

STATION LEASE AGREEMENT
BETWEEN AMTRAK AND BNSF RR
FOR CERTAIN FACILITIES AT KING STREET STATION, SEATTLE, WASHINGTON

Whereas, The National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, (hereinafter referred to as "Amtrak"), and The Burlington Northern and Santa Fe Railway Company, a Delaware corporation (hereinafter referred to as "BNSF") wish to formalize their relationship with each other concerning the use of certain premises located at King Street Station, Seattle, Washington; and

WHEREAS, Amtrak and BNSF are currently parties to a certain operating agreement dated September 1, 1996, as amended, which relates to the provision of intercity passenger service on BNSF lines; and

WHEREAS, to provide Amtrak with the ability to better maintain stations for passenger comfort, Amtrak and BNSF do hereby mutually contract, promise and agree as follows:

1. In consideration of the promise herein, and for an annual rental fee of one dollar ($1.00), Amtrak does hereby lease from BNSF for a period co-terminus with the above referenced operating agreement the first floor (ground level), King Street Station, Seattle, Washington (hereinafter referred to as the "leased premises".) The location, size and configuration of the leased premises are shown as yellow highlighted area on Exhibit A, attached to this document and by this reference made a part hereof.

   The leased premises may be used by Amtrak during the term of this agreement in connection with the provision of Amtrak services, including the provision of Amtrak patrons with a passenger station and reasonable ingress and egress to and from the leased premises over BNSF property.

   All leased premises shall be subject to all existing utility agreements and easements, and BNSF reserves unto itself, its successors and assigns and licensees the right to operate, maintain and renew such improvements in the ballasted right of way, crossing signals, utilities, pipelines, telephone, telegraph and signal lines, electric transmission lines, and other facilities of like character, as may now exist on, over or under said leased premises, and to construct operate, maintain, and renew such additional facilities thereon so long as the same will not interfere with the use of said leased premises for the purposes hereinafter set forth.

2. During the term of this agreement, all leased premises' facilities and improvements shall be offered to and be open for the use, comfort and safety of the public while waiting for the arrival or departure of Amtrak trains. Amtrak shall maintain, repair as necessary, and replace to the extent required for Amtrak services, said station building, canopies, platforms, lighting facilities, entrances and exits, and shall keep the same in a state of order and cleanliness corresponding to standards applicable to other public buildings and grounds owned or operated by Amtrak or BNSF. Amtrak shall not create or permit any condition on the leased premises that could present a threat to human health or to the environment. Amtrak shall also be responsible for the cost of heat, water and electricity for the leased premises. BNSF will not be obligated to fund any capital or maintenance costs associated with the leased premises.

   Should the leased premises be subject to special assessment for public improvements, Amtrak shall be obligated to pay such assessments for the term of this agreement, even though such charges may not become due and payable until after termination of this agreement.

   When necessary, Amtrak shall promptly remove ice and snow from the aforesaid entrances, exits, sidewalks, driveways and parking areas constructed or maintained under the terms of this agreement.

3. During the term of this agreement, risk of liability and damage shall be governed by Section 7.2 of the aforementioned operating agreement, as amended. For purposes of Section 7.2, the leased premises shall be deemed to be Amtrak's property.

4. When either this agreement or the aforementioned operating agreement has been terminated for any reason, the leased premises, including any subsequent improvements, shall become the property of BNSF.

5. It is understood and agreed that Amtrak may contract with outside parties to furnish maintenance or operational services in and about the leased premises for the functions permitted under this agreement.

BNSF DPS Amtrak WS for SJB

6. Neither party to this agreement shall fail to perform its substantial duties and obligations hereunder, and such failure continues for more than thirty (30) days after written notice from the other party to cure such failure, such other party may terminate this agreement.

   After such termination, each party may pursue such legal remedies as it may elect to protect its own interests, but subject to Section 4 above. After the termination of this agreement, the rights and obligations of the parties pursuant to the leased premises shall be governed by the Rail Passenger Service Act and/or the aforementioned operating agreement, as either or both may apply.

7. When proposing construction, demolition or remodeling projects on the leased premises, Amtrak shall provide BNSF with a set of plans and specifications for BNSF's review and approval prior to the start of construction or demolition, which approval shall not be unreasonably withheld. In construction, demolition or remodeling contracts executed by Amtrak in connection with the leased premises under the terms of this agreement, Amtrak will require contractors to fully insure BNSF against any and all risks, liabilities, claims, losses and judgements arising from, or growing out of, or related in any way to the acts or negligence of BNSF, its agents or employees, of the contractors, their agents, employees, subcontractors, and their agents and employees. Amtrak will require such contractors, after Amtrak has fully assured itself of contractual compliance in every respect, to certify in writing that the project work is of good quality and has been performed in accordance with the contract and provide appropriate lien waivers, as a condition precedent to any disbursement of project funds.

   If, because of any act or omission of Amtrak or its agents, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against BNSF or any portion of the leased premises, Amtrak shall, at its own expense, cause the same to be discharged of record within thirty (30) days after becoming aware of such lien or after written notice from BNSF to Amtrak of the filing thereof , and shall indemnify and save harmless BNSF against and from all costs, liabilities, penalties, and claims, including legal expenses, resulting therefrom. Should Amtrak become aware of a possible or actual filing of lien in the above instances, it shall notify the NRPC Officer in writing of same in a timely fashion. Should the NRPC Officer receive notice of any lien filed against any portion of the leased premises, the NRPC Officer shall notify Amtrak of the same in a timely fashion. In the event Amtrak incurs additional costs as a result of the NRPC Officer's failure after he or she has received notice a) to notify Amtrak in a timely manner, or b) to appear and prosecute or defend an action covered by the preceding sentences where BNSF has standing to do so and Amtrak does not and where BNSF has not given Amtrak sufficient legal rights to represent BNSF, Amtrak shall have the right to pursue its legal remedies and to recover such costs from BNSF.

8. This agreement, signed by both parties, constitutes a final written expression of all the terms of this agreement, and is a complete and exclusive statement of those terms. No other agreement or understanding of any nature concerning the same has been made or entered into.

9. In the event a court of competent jurisdiction finds and determines that any term of this agreement, in whole or in part, is invalid, the remaining provisions of this agreement shall remain in full force and effect.

10. The failure or delay of BNSF to exercise or enforce any of the rights granted to it under this agreement or any of the obligations or duties imposed on Amtrak as may be set forth in this agreement shall not be construed as or constitute a waiver by BNSF of any such rights, obligations or duties.

11. This agreement may be terminated by either party on ninety (90) days written notice to the other party. Termination of this agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Dated this 27TH of February, 2003.

Amtrak	BNSF RR
William G. [illegible] for Sally J. Baker, Esq.	[illegible]
Title: Sr. Director - Real Estate Development	Title: GENERAL DIRECTOR REAL ESTATE

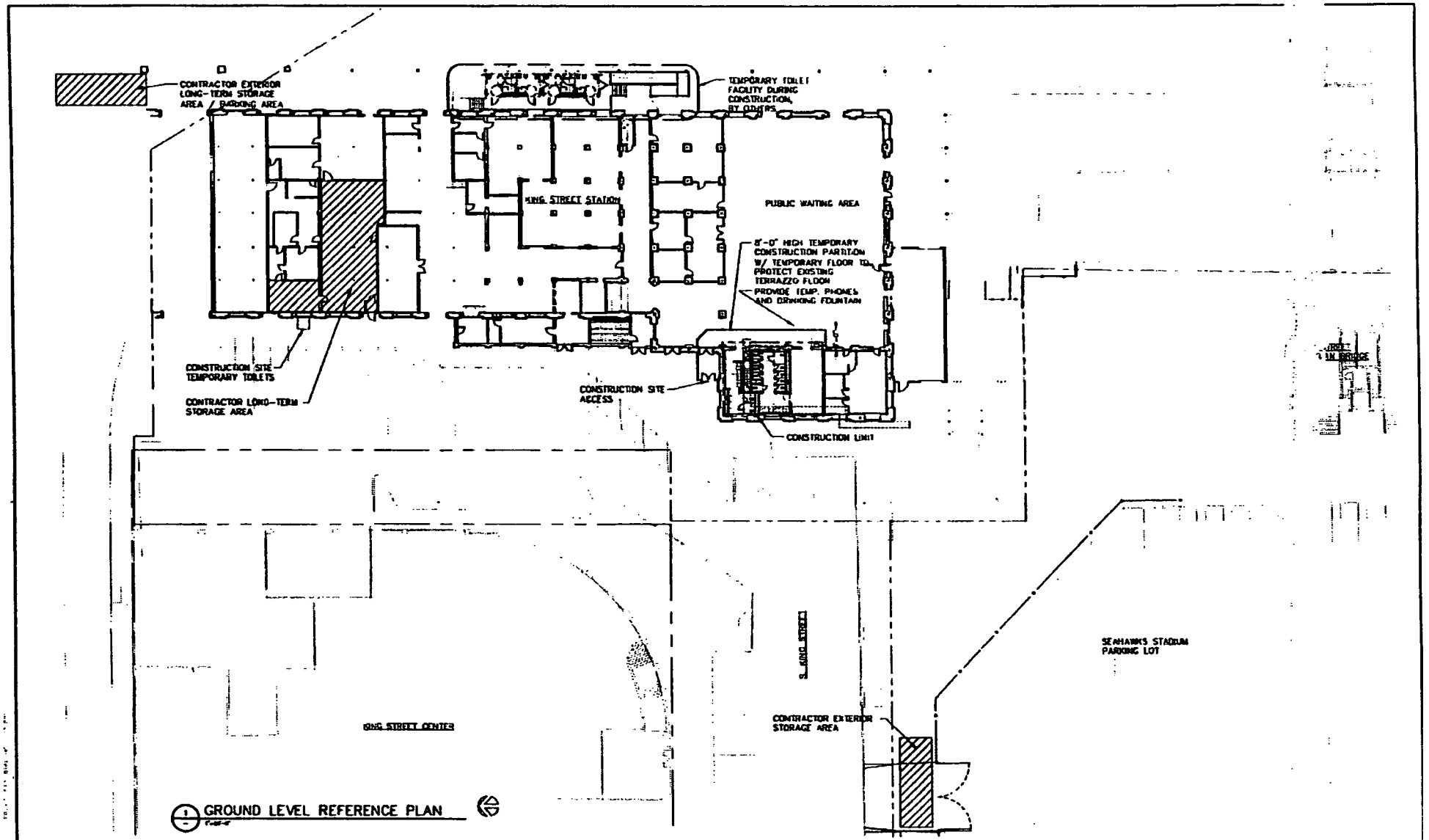

CONTRACTOR EXTERIOR LONG-TERM STORAGE AREA / PARKING AREA
TEMPORARY TOILET FACILITY DURING CONSTRUCTION, BY OTHERS
KING STREET STATION
PUBLIC WAITING AREA
8'-0" HIGH TEMPORARY CONSTRUCTION PARTITION W/ TEMPORARY FLOOR TO PROTECT EXISTING TERRAZZO FLOOR
PROVIDE TEMP. PHONES AND DRINKING FOUNTAIN
CONSTRUCTION SITE TEMPORARY TOILETS
CONTRACTOR LONG-TERM STORAGE AREA
CONSTRUCTION SITE ACCESS
CONSTRUCTION LIMIT
SEAHAWKS STADIUM PARKING LOT
S. KING STREET
CONTRACTOR EXTERIOR STORAGE AREA
KING STREET CENTER
GROUND LEVEL REFERENCE PLAN
Washington State Department of Transportation
Architectural Design & Construction
BID SET, JAN. 16, 2003
KING STREET STATION
TOILET ROOM IMPROVEI
GROUND LEVEL REFERENCE
A101

EXHIBIT A

Charitable Contribution Receipt
(Copy)

CHARITABLE CONTRIBUTION RECEIPT

Substantiation for Charitable Donations of $250 or More

Internal Revenue Code Section 170(f)(8) requires that the recipient (Donee) of any single charitable gift of $250 or more give the donor written confirmation of the receipt of such a gift, including a description and a good faith estimate of the value of any goods and services provided by the recipient (Donee) in exchange for the donor making the gift.

In order to comply with this code section, the City of Seattle hereby certifies that it received the following contribution from BNSF Railway Company:

> Property consisting of a parcel of land situated in Seattle, King County, Washington, and the building thereon with all of Donor's personal property removed, which parcel is designated as the "Proposed Donation Area" and outlined in red on the plan attached hereto as Exhibit A-1 and as legally described on Exhibit A-2.
>
> _____

Date contribution received: _____, 2008.

Were any goods and/or services **provided to** BNSF RAILWAY COMPANY in return for this contribution?

Yes_____ No____X___

If yes, a description of those goods and services is provided below with a statement of monetary value:
___NA___

Appraised Value of Donated Property: $12,200,000

Organization Name: The City of Seattle

Address: SDOT Director's Office
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Grace Crunican

Telephone/Fax: (206) 684-5000 / (206) 684-5180

Organization Tax ID#: 91-6001275

Signature: _____ Date: 2/13, 2008.

Name: Grace Crunican Title: Director of Transportation

EXHIBIT A-1– Charitable Contribution Receipt

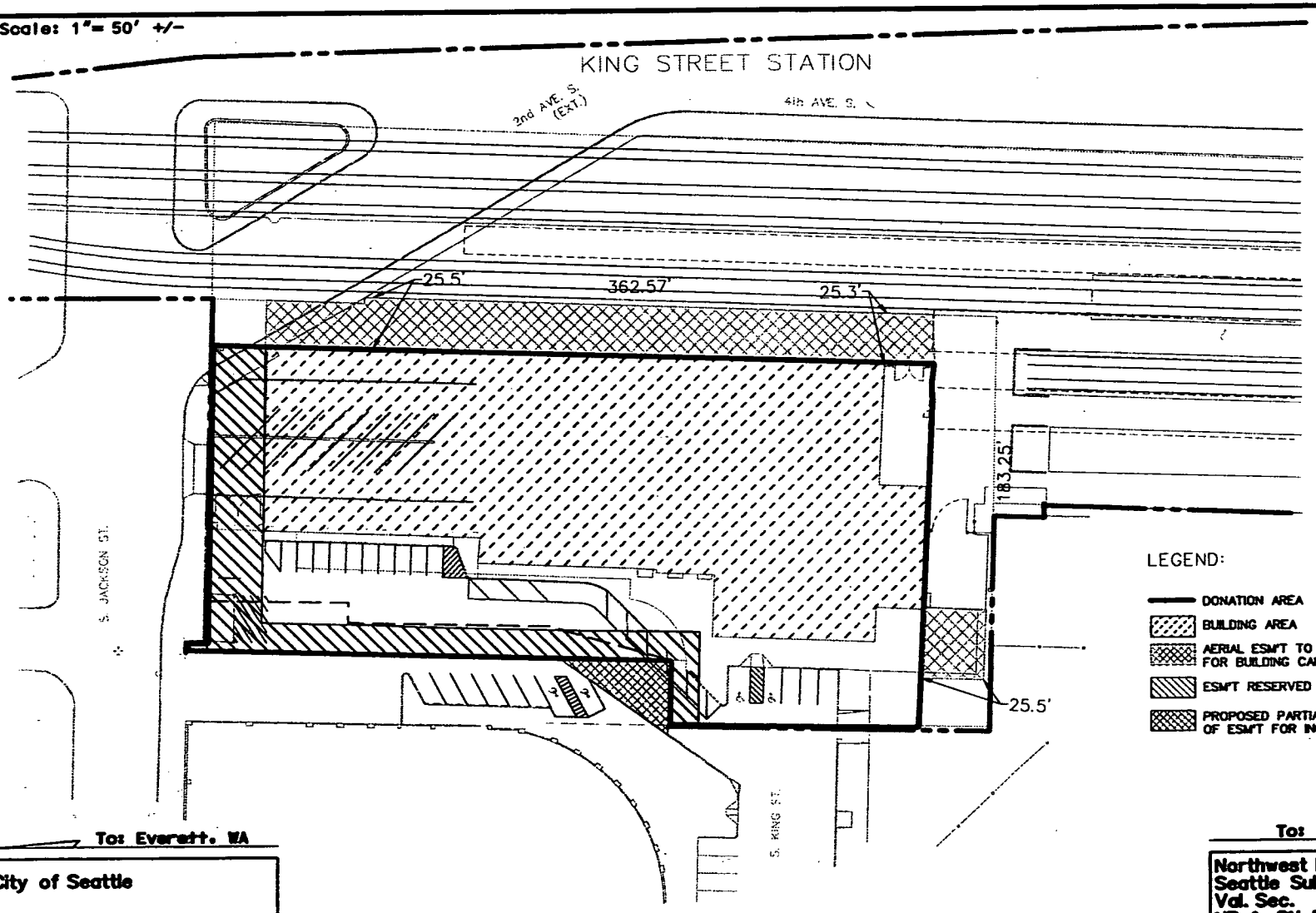
PROPERTY MAP

[Attached]

EXHIBIT "A"

BNSF File: S-
B&W Proj. No.: 12196.030
MAP REFERENCE:
Sta. - s62046
R/W - n/a
Land - n/a

Scale: 1"= 50' +/-



LEGEND:

- ✣ = CONC MON IN CASE
- ⊕ = BRASS PLUG SURFACE MON
- ⊠ = TACK IN LEAD W/BRASS WASHER "LS 30445" SET
- ● = SET 1/2" REBAR W/YELLOW PLASTIC CAP "LS 30445" UNLESS NOTED OTHERWISE

LEGEND:

- DONATION AREA
- BUILDING AREA
- AERIAL ESM'T TO BE GRANTED FOR BUILDING CANOPIES
- ESM'T RESERVED FOR INGRESS & EGRESS
- PROPOSED PARTIAL ASSIGNMENT OF ESM'T FOR INGRESS AND EGRESS

This map used by BNSF Railway Company in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF makes no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.

To: City of Seattle

At: Seattle
King County, WA

Northwest Division Eng. L.S. 0051
Seattle Subdivision - L.S. 0051
Vol. Sec.
NP & GN RY, WA-15, Map S-37
Sec. 5, T24N, R4E M Willm
November 8, 2007
M.P. 0.00 KLC

DRAWING NO. 3-40791

EXHIBIT A-2 – Charitable Contribution Receipt

PROPERTY LEGAL DESCRIPTION

A tract of land in the City of Seattle, County of King, State of Washington, lying in the SW 1/4 of the NW 1/4 Section 5, Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level; thence South 2°11'41" West, along the East line of said Station Building, at ground level, and its Southerly prolongation, 332 feet; thence North 87°48'19" West, 181.74 feet; thence North 1°12'28" East, 26.15 feet; thence North 88°41'00" West, 1.8 feet; thence North 1°19'00" East, 100.0 feet; thence South 88°41'00" East, 33.0 feet; thence North 01°19'00" East, 239.77 feet to the point of beginning.

* * *

IRS Form 8283-9
(Copy)

Form **8283**

(Rev. December 2006)

Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

▶ **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

▶ **See separate instructions.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return: **BNSF Railway Company**

Identifying number: **41-6034000**

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Certain Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also, list certain publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property**—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) Description of donated property (For a donated vehicle, enter the year, make, model, condition, and mileage, and attach Form 1098-C if required.)
A		
B		
C		
D		
E		

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (d), (e), and (f).

	(c) Date of the contribution	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) Fair market value (see instructions)	(h) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property**—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____ . If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ▶ _____ . **(2)** For any prior tax years ▶ _____ .

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):

Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		✓
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		✓

Name(s) shown on your income tax return | Identifying number

Section B. Donated Property Over $5,000 (Except Certain Publicly Traded Securities)—List in this section only items (or groups of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of certain publicly traded securities reported in Section A). An appraisal is generally required for property listed in Section B (see instructions).

Part I **Information on Donated Property**—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- ☐ Art* (contribution of $20,000 or more)
- ☐ Art* (contribution of less than $20,000)
- ☐ Collectibles**
- ☐ Qualified Conservation Contribution
- ☑ Other Real Estate
- ☐ Intellectual Property
- ☐ Equipment
- ☐ Securities
- ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	303 South Jackson Street, Seattle, WA.		$12,200,000
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions (h) Amount claimed as a deduction	(i) Average trading price of securities
A	1893-1907	Various deeds			$12,200,000	
B						
C						
D						

Part II **Taxpayer (Donor) Statement**—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶

Signature of taxpayer (donor) ▶ Date ▶

Part III **Declaration of Appraiser**

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I hold myself out to the public as an appraiser or perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that a substantial or gross valuation misstatement resulting from the appraisal of the value of the property that I know, or reasonably should know, would be used in connection with a return or claim for refund, may subject me to the penalty under section 6695A. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature ▶ Title ▶ Senior Appraiser Date ▶ 2/11/2008

Business address (including room or suite no.): 1325 Fourth Ave., Suite 500,

Identifying number: 93.1114929

City or town, state, and ZIP code: Seattle WA. 98101

Part IV **Donee Acknowledgment**—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ▶ ☐ Yes ☐ No

Name of charitable organization (donee)	Employer identification number
City of Seattle	91-6001275
Address (number, street, and room or suite no.)	City or town, state, and ZIP code
P. O. Box 34996	Seattle, WA. 98124-4996
Authorized signature	Title / Date
	Director Transportation 2/13/8