



Kristy D. Clark
General Attorney

BNSF Railway Company
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VIA UPS OVERNIGHT MAIL

225982



November 6, 2009

Ms. Anne Quinlan, Acting Secretary
Surface Transportation Board
395 E Street S.W.
Washington, DC 20423-0001

**Re: STB Docket No. AB-6 (Sub. No. 456X) BNSF Railway Company—Abandonment
Exemption – in Riverside County, CA**

Dear Acting Secretary Quinlan:

On August 9, 2007, BNSF Railway Company (BNSF) filed a Notice of Exemption to abandon service on a 0.50-mile rail line that extends between ES 0 + 00 and 26 + 35, in Riverside, Riverside County, California (the "Line"). The Line traverses United States Postal Service Zip Code 92504.

On August 29, 2007, notice of the exemption was served with an effective date of September 28, 2007. Within that same notice, the STB stated that the abandonment was to be consummated by August 29, 2008. By STB decision served August 28, 2009, the STB extended the consummation date until February 26, 2010.

This letter is to advise the Board that BNSF consummated the abandonment of the Line as of September 24, 2009. On that same date, BNSF sold the Line to the City of Riverside, CA. Attached is the Verification of Susan Odom certifying compliance with the Board's requirement that the transferee agree to comply with the environmental conditions imposed by the Board.

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

Ten (10) additional copies of this letter are attached for the Board's use and distribution.

Sincerely,

Kristy D. Clark
General Attorney

cc: California Public Utilities Commission
California Department of Transportation
Victoria Rutson, Chief, SEA
Peter Rickershauser
Dennis Eytcheson
Susan Odom
Dalen Wintermute
Steve Kuzma
Rail Services Update

ENTERED
Office of Proceedings
NOV 07 2009
Part of
Public Record

VERIFICATION AND CERTIFICATION

I, Susan Odom, being duly sworn depose and state that, as Manager Network Strategy in the Network Development department of BNSF Railway Company ("BNSF"), I am authorized to make this verification, and that I have personal knowledge of the facts asserted herein and the facts are true and accurate as stated to the best of my knowledge, information, and belief.

I hereby certify that the photocopied pages attached below and marked as Exhibit A are excerpts from the Real Estate Purchase and Sale Agreement ("Agreement") between BNSF and the City of Riverside, California ("Buyer").

On August 9, 2007, BNSF filed a Notice of Exemption to abandon service of 0.50 miles of railroad line that extends between ES 0+00 and ES 26+35, in Riverside County, California. By decision served August 29, 2007, the Surface Transportation Board ("STB") granted exemption authority to abandon effective September 28, 2007, stating that the abandonment is to be consummated by August 29, 2008. In August 2008, BNSF requested and the STB granted an extension of the consummation deadline until August 28, 2009. In August 2009, BNSF requested and the STB granted an extension of the consummation deadline until February 26, 2010.

BNSF has since finalized negotiations with the City of Riverside to purchase the track and underlying land once the aforementioned abandonment is consummated. Section 10(n) on page 9 of the Agreement outlines the conditions required of the Buyer when salvaging the track and appurtenances. These are the same salvage conditions decided September 27, 2007 in STB Docket AB-6 (Sub-No. 456X). Page 10 of the

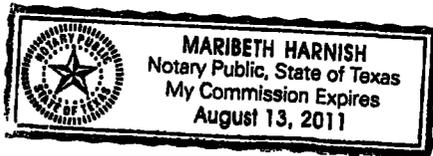
Agreement is the signatory page which evidences the Buyer's acceptance of the Agreement as a whole, including the salvage conditions in Section 10(n).

The foregoing certification is made on behalf of BNSF by the undersigned after due and careful investigation of the matters herein certified and based on the best of the knowledge, information, and belief of the undersigned



Susan Odom
Manager Network Strategy

Subscribed and sworn to before me this 6th day of November, 2009.



Notary Public

My commission expires: 8-13-11

Exhibit A

BNSF RAILWAY COMPANY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement ("Agreement") is entered into as of the Effective Date (defined below) between CITY OF RIVERSIDE, a California charter city and municipal corporation ("Buyer") and BNSF RAILWAY COMPANY ("Seller"). 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 Seller to Buyer shall not constitute an offer to sell by Seller.

In consideration of the mutual covenants set forth in this Contract and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer 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 Notwithstanding, anything herein, this sale shall close on or before August 28, 2009. Seller shall have the right to extend the closing up to ninety (90) days, at Seller's sole judgment.

Earnest Money The cash sum of [REDACTED] made payable to Union Bank/Apex Property and Track Exchange, Inc.

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

Property That parcel of land situated in or near the City of Riverside County of Riverside, and State of California, shown on map marked Exhibit A dated May 23, 2004 attached hereto and made a part hereof, subject to revision as set forth below in Section 3.

Purchase Price The sum of [REDACTED]

Review Period The period commencing on the Effective Date and expiring at 5:00 p.m. central time on the date that is 10 days after the Effective Date.

PURCHASE AND SALE

2. (a) Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept from Seller, for the Purchase Price, all of Seller's right, title and interest (if any), in and to the Property.

Form Approved by VP-Law

(k) 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.

(l) SELLER AND BUYER IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

(m) Within 90 days after closing, Grantee shall, at its sole cost and expense, construct a protective chain link fence a minimum of six (6) feet in height upon, over and across the Property as shown ~~---x---x---x~~ on the attached Exhibit "A" and by this reference made a part hereof. Grantee shall thereafter repair, maintain and renew said fence, so as to keep same in good repair at the sole cost of the Grantee. If fence is not constructed within this time frame, Grantor may construct said fence at the sole cost of Grantee and Grantee shall pay Grantor all associated costs within ten (10) days of receipt of bills.

(n) Prior to removing any rail and ties from the Property, Buyer is obligated to complete the following conditions:

1. Completion of Section 7 consultation process of the Endangered Species Act (16 U.S.C. 1535) with the U.S. Fish and Wildlife Service (USFWS), report the results of any consultations with USFWS to Seller in writing, and, should any potential impacts be identified, consult with the Surface Transportation Board Section of Environmental Analysis (SEA) and USEWS to develop appropriate mitigation measures and
2. Prior to commencement of any salvage activities, consult with the California Regional Quality Control Board (CRWQCB) regarding applicable National Pollutant Discharge Elimination System (NPDES) requirements and comply with the reasonable NPDES requirements and
3. Prior to consummation of salvage operations, consult with the California Public Utilities Commission (PUC) regarding PUC's concerns that the abandoned track could cause a safety hazard on roadways.

11. Buyer acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Buyer and Seller, that the Buyer shall pay upon return of this Agreement signed by Buyer to Seller a processing fee in the amount of [REDACTED] over and above the agreed upon Purchase Price. Said fee shall be made payable to BNSF Railway Company by a separate check.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Form Approved by VP-Law

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

BUYER:

CITY OF RIVERSIDE
a California charter city and municipal corporation

Attest: *C. J. Smith*
City Clerk

By: *Belinda J. Graham*
Print Name: Belinda J. Graham
Title: Assistant City Manager

Buyer's Address:

3900 MAIN ST
RIVERSIDE, CA 92522

Attn: AMELIA VAILLU
Fax: (951) 826-5944
Phone: (951) 826-5665

Buyer's SSN or EIN: 95-6000769

APPROVED AS TO FORM
[Signature]
SUPERVISOR DEPUTY CITY ATTORNEY

SELLER:

BNSF RAILWAY COMPANY

By: _____
Print Name: David P. Schneider
Title: General Director-Land Revenue Management

Seller's Address:
c/o Jones Lang LaSalle Americas, Inc.
Attn: Casey O'Neil
3017 Lou Menk Drive, Suite 100
Fort Worth, Texas 76131-2800

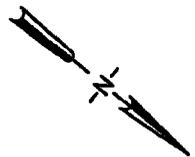
Fax: 817-306-8129
Phone: 817-230-2600

Date of Seller's Execution (Effective Date)

EXHIBIT A

[Attach Map showing Property cross-hatched in black]

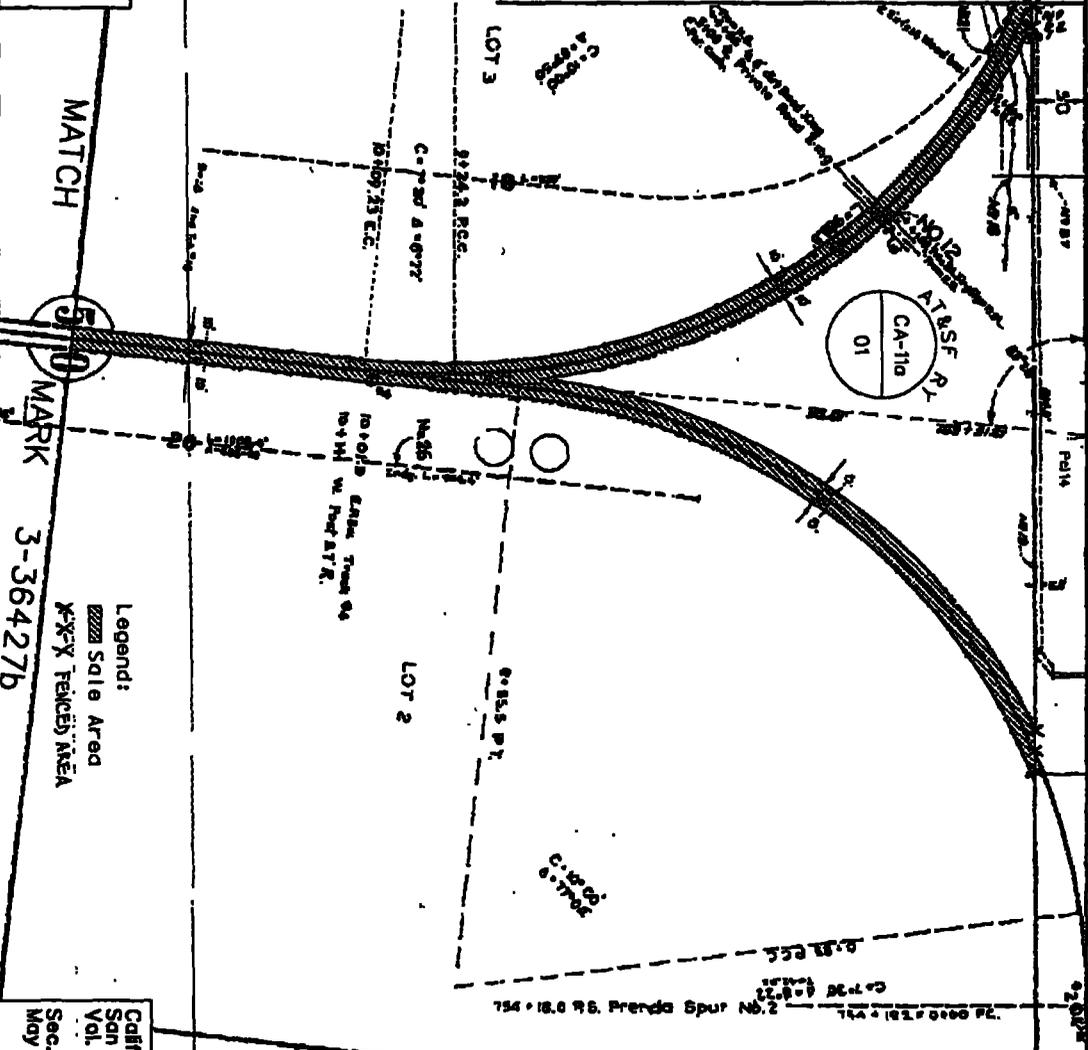
Scales 1" = 100' +/-



This plan is used by the Huntington Northern and Santa Fe Railway Company in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding that Santa Fe makes no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.

To: City of Riverside
 At: Riverside
 Riverside County,
 California

MATCH MARK 3-36427b



MATCH MARK 3-36427b

Legend:
 Sale Area
 Fenced Area

California Division - L.S. 76024
 San Bernardino Subdivision
 Vol. Sec. 5148061 AT&SF RY
 CA-11A-MDP-01
 Sec. 3, T35, R5W, S8M
 May 23, 2004
 O.P.P. M.P. 14.38 SPK

JEFFERSON ST

Signal Light 10' L.
 Signal Pole 12' L.
 S.F. Power Trk. 6' L.

25	26	27
28	29	30

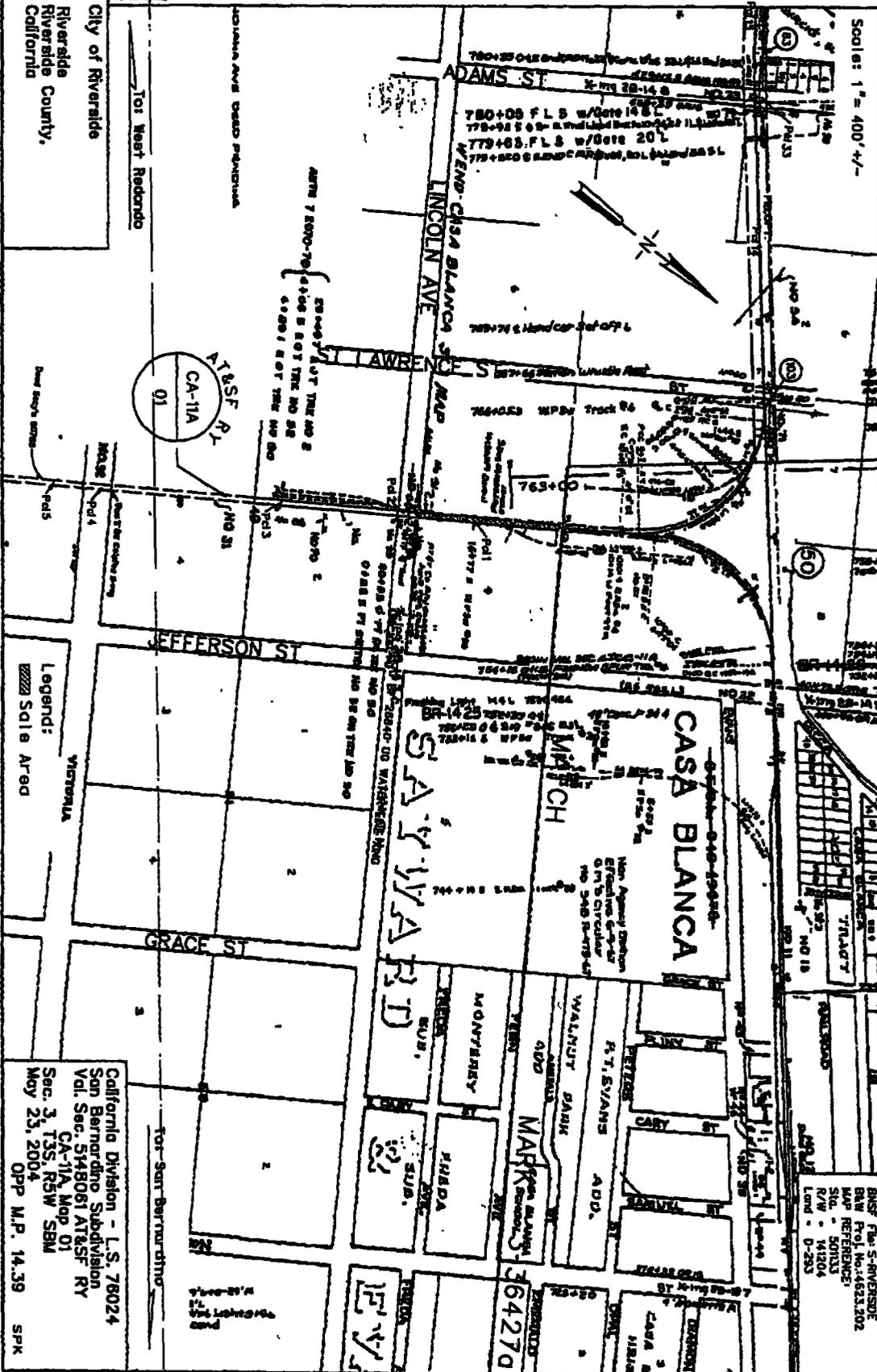
BSF Plan S-RIVERSIDE
 B/W Proj. No. 4823202
 MAP REFERENCE?
 Sta. - 50133
 R/W - 14204
 Land - D-283

EXHIBIT A

DRAWING NO. 3-36427a

This map used by The Burlington Northern and Santa Fe Railway Company in the ordinary course of business, but it is subject to audit and should be used only with the exercised understanding the Santa Fe maps no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.

Scale: 1" = 400' +/-



To: City of Riverside
At Riverside
Riverside County,
California

To: Nest Redondo

Legend:
Scale Area

California Division - L.S. 78024
San Bernardino Subdivision
Vol. Sec. 5148061 AT&SF RY
CA-11A, Map 01
Sec. 3, T3S, R2W, S8M
May 23, 2004
Opp M.P. 14.39 SPK

DRAWING NO. 3-36427B

EXHIBIT "A"

RHSF File 5-1105010
Rev File No: 4511202
MAP REFERENCE:
SIC - 50143
N/W - 141204
Lot - 0-253

364270