

A 26.00
New Number &
Supplement

PAULINE E. MYERS
Registered Transportation Practitioner

16324-A

SUITE 554 NATIONAL PRESS BUILDING
529 FOURTEENTH STREET, N. W.
WASHINGTON, D. C. 20045

RECORDATION NO _____ FILED 1425

(202) 737-2188

MAY 10 1989 - 9 15 AM

INTERSTATE COMMERCE COMMISSION

May 10, 1989

16324

No.

RECORDATION NO _____ FILED 1425

Ms. Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Date MAY 10 1989 - 9 15 AM

Fee \$ 26.00
INTERSTATE COMMERCE COMMISSION
ICC Washington, D. C.

In Re: Documents for Recordation
Trackage Rights Agreements

Dear Ms. McGee:

I have enclosed an Original and One copy of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the US Code.

The Documents are as follows:

1. Primary Agreement dated September 4, 1986 (never recorded with the Commission) between the D & I Railroad Company, a South Dakota Corporation, and the Burlington Northern Railroad Company, a Delaware Corporation.

| | |
|---|---|
| D & I Railroad Company 313 S. Phillips (Post Office Box 829) Sioux Falls, SD 57117 | Burlington Northern Railroad Company - Northern Region 176 East 5th Street St. Paul, MN 55164 |
|---|---|
2. Supplemental Agreement dated February 24, 1989 between the same two railroad carriers, same addresses.
3. Time Table No. 4 is attached as Appendix A.

The Recordation Fee of \$26.00 (for two documents) is enclosed. Please return the Originals, showing Recordation time and date.

Your usual cooperation in this matter is greatly appreciated.

Yours very truly,
Pauline E. Myers
Pauline E. Myers
D & I Railroad's Representative

PEM/s
Enclosure:

Counterparts - C. M. Bill

16324-A

REGISTRATION NO. _____ FILED 1423

MAY 10 1989 - 9 15 AM

INTERSTATE COMMERCE COMMISSION

785/DICANTONREDFIELD

SUPPLEMENTAL AGREEMENT made this 24th day of February, 1989, between the D&I RAILROAD COMPANY, a South Dakota corporation, hereinafter called "D&I", and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, hereinafter called "NORTHERN".

WHEREAS, Northern and the State of South Dakota, hereinafter called "State" are parties to an Agreement dated July 1, 1986, wherein Northern agreed to operate certain State owned railroad trackage in the State of South Dakota and the State of Iowa known as the "State CORE System"; and

WHEREAS, Northern and D&I are parties to an Agreement dated September 4, 1986, as amended, wherein Northern as operator of the State CORE System granted D&I trackage rights over certain of State owned trackage between Elk Point, South Dakota (MP 533.4) to Sioux City, Iowa (MP 513.1); and


VICE PRESIDENT

WHEREAS, D&I desires additional overhead trackage rights between Canton and Redfield, South Dakota, a distance of 167 miles, for the sole purpose of moving unit trains, not to exceed 40 car trains, of ballast between Canton and Redfield with D&I's own equipment and crews and Northern is willing to allow such additional use; and

WHEREAS, it is agreed, between the parties hereto to supplement and amend the agreement dated September 4, 1986, as amended, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, it is mutually agreed:

Section 1. Subject to the terms and conditions of the September 4, 1986 Agreement, as amended, Northern grants to the D&I the non-exclusive

rights to use the Joint Trackage for the operations of its trains, locomotives, cabooses and cars over the Joint Trackage in common with Northern and such other railroad company or companies as Northern has heretofore admitted or may hereinafter at anytime in the future admit to the joint use of all or any part of the Joint Trackage, for the sole purpose of moving unit trains of ballast thereover to commence on or about March 1, 1989 and shall continue throughout year 1989.

Section 2. For the rights and privileges granted herein for each round trip between Canton and Redfield, D&I shall pay to Northern the sum of ONE THOUSAND SIX HUNDRED AND SEVENTY DOLLARS (\$1,670). Within five (5) days after the close of each month, D&I shall report to Northern the number of round trip movements made in the previous month.

Section 3. D&I shall, at its own cost and expense, initiate by appropriate application or petition and thereafter diligently prosecute proceedings for the procurement of all necessary consent, approval or authority from any governmental agency for the sanction of this Supplemental Agreement and the operations to be carried on by D&I hereunder or an exemption therefrom. Northern, at its expense, shall assist and support said application or petition and will furnish such information and execute, deliver and file such instrument or instruments in writing as may be necessary or appropriate to obtain such governmental consent, approval or authority. The parties hereto agree to cooperate fully to procure all such necessary consent, approval or authority.

Section 4. This Supplemental Agreement shall become effective the date hereinabove written and shall be subject to all the terms and conditions of agreement dated September 4, 1986, as amended, provided, however, this Supplemental Agreement shall expire and terminate on its own term effective December 31, 1989, unless mutually agreed in writing between the parties hereto to extend same, for an additional period.

BURLINGTON NORTHERN RAILROAD COMPANY

C. E. Roggett
General Manager

D&I RAILROAD COMPANY

Demetrius Lusk
President

State of South Dakota
County of Minnehaha

Sheldon J. Horak
Notary Public

Signed - MAY 15th 1989

D & I RAILROAD CO.



313 S. PHILLIPS
P.O. BOX 829 • 605-334-5000
SIOUX FALLS, SOUTH DAKOTA 57117

March 15, 1989

Burlington Northern Railroad
Northern Region
176 East 5th Street
Post Office Box 64960
St. Paul, Minnesota 55164

Attention: L.E. Sandstrom
Manager Contract Services

Dear Lowell:

Enclosed find a fully executed copy of the Supplemental Agreement dated Feb. 24, 1989 between our two companies.

In accordance with our telephone conversation, we would like to make the following amendment to this Supplemental Agreement:

In the event that D & I does not have 40 one hundred ton cars available for use between Canton and Redfield, it is agreed that they will be allowed to pull 50 car trains of eighty ton cars. This will amount to the same number of tons being moved per unit train.

If this is agreeable with you, we would appreciate your signing the enclosed copy of this letter and returning it to us.

Thank you for your cooperation and we sincerely trust this agreement will work to the benefit of both of our companies.

Very truly yours,
D & I RAILROAD CO.

H.J. Schmidt

HJS:ce
Enclosure

ACCEPTED:

BURLINGTON NORTHERN RAILROAD COMPANY

D & I RAILROAD COMPANY

General Manager

President

D & I RAILROAD CO.

TIMETABLE
No. 4

Effective 12:01 a.m. April 1, 1989
Central Standard Time

For Information of Employees Only

OFFICERS

Dennis Sudbeck----- President
George Spencer-----Vice-President
Milton Wolff-----Master Mechanic

110 6044

I N D E X

| | |
|--|-----|
| General Information ----- | 4 |
| R.R. Freight Car Safety Standards----- | 5,6 |
| Public Crossings - Switches----- | 7 |
| Special Instructions----- | 8 |
| Standard Operational Procedures----- | 9 |
| Police Agency Numbers----- | 10 |
| General Order #201----- | 11 |
| Signature Page----- | 12 |

110 0044

| <u>Miles From S.C.</u> | <u>MP</u> | <u>Numbers</u> | <u>Station</u> | <u>Siding Cars</u> | <u>Other Tracks</u> |
|------------------------|----------------|----------------|----------------------|--------------------|---------------------|
| 105.1 | 90 | 95 | Dell Rapids 4.6 | 125 | 250 |
| 100.5 | 85.4 | 100 | Baltic 8.3 | - | 20 |
| 92.2 | 77.1 | 105 | Renner 2.5 | - | 8 |
| 89.7 | 70.7 | 20 | Sioux Falls 1.2 | - | Yard |
| 88.5 | 69.5 | - | South Yard 8.2 | - | Yard |
| 80.3 | 61.3 | 25 | Harrisburg 11.4 | 51 | 17 |
| 68.9 | 49.9 | 30 | Canton 8.4 | 71 | Yard |
| 60.5 | 41.5 | 35 | Fairview 6.7 | - | 12 |
| 53.8 | 34.8 | 40 | Hudson 9.6 | 21 | 53 |
| 44.2 | 25.2 | 45 | Hawarden 6.1 | 21 | 56 |
| 38.1 | 19.1 | 50 | Chatsworth 6.7 | - | 8 |
| 31.4 | 12.4 | 55 | Akron 5.5 | 29 | 36 |
| 25.9 | 6.9 | 60 | Westfield 6.1 | - | 15 |
| 19.8 | .8 | - | E. Wye Switch 7.7 | 63 | - |
| 12.1 | 533.2 525.5 | 65 | Jefferson 6.5 | - | 30 |
| 5.6 | 519.0 | 70 | West Yard 0.5 | - | Yard |
| 5.1 | 518.5 | - | Military Rd 1.2 | 23 | - |
| 3.9 | 517.3 | - | Shore Acres 3.9 | - | - |
| 0.0 | 513.4 | 75 | Sioux City 1.2 | - | Yard |
| | 512.2 | | S.C. East Yard | | - |
| 52.4 | 8.2 | 85 | Alcester 9 | - | - |
| 61.4 | 17.2 | 90 | Beresford | - | 60 |

110 0044

Operation is over BN trackage between West Jct. and Canton, and Canton and Sioux City. Consolidated Code of Operating Rules and BN General Orders, Special Instructions and Bulletins will apply. Authorization to operate between Sioux Falls to Canton and East Wye Switch to Sioux City is granted by BN dispatcher at Minneapolis, phone 712-782-3404.

ADD 66-44-44

TRAIN DISPATCHER

Train dispatcher is located at Minneapolis office.

Track Warrants will be issued by authority and over the signature of the BN Superintendent.

RADIO

Radio base station is located at Dell Rapids office, and is open during duty hours of dispatcher.

Employees using railroad radio will be governed by Radio Procedure Rules 500 thru 521 of the Consolidated Code of Operating Rules.

REGISTERS, BULLETINS, NOTICES, STANDARD CLOCKS

Employee registers are located at:

- BN Depot, Sioux Falls
- BN Depot, Sioux City

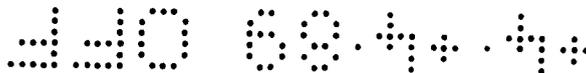
Bulletin books and notice books are located at:

- Dell Rapids, Office
- BN Depot, Sioux Falls
- BN Depot, Sioux City

Standard clock is located at the BN Depot, Sioux Falls & Sioux City

TELEPHONE NUMBERS - Railroad

| | |
|---------------------|--------------|
| D & I Railroad Co. | |
| Sioux Falls, SD | 605-334-5000 |
| Burlington Northern | |
| Sioux Falls, SD | 605-333-3306 |
| Sioux City, IA | 712-279-7240 |
| C.C.P. | |
| Sioux City, IA | 712-258-0711 |
| C.N.W. | |
| Sioux City, IA | 712-258-3519 |



OBSERVATION OF TRAINS FOR DEFECTS

RAILROAD FREIGHT CAR SAFETY STANDARDS

At points where cars are picked up which have not been previously inspected by a Car Inspector, train crews must ascertain that they are safe for movement, in compliance with U.S. Department of Transportation, Railroad Freight Car Safety Standards, 49 CFR Part 215.

The following defects can make a car unsafe for movement.

- (1) Broken or cracked wheel.
- (2) Broken journal box.
- (3) Any indication of overheating of the journal box.
- (4) Roller bearing cap screws missing.
- (5) Broken roller bearing adapter.
- (6) Broken truck side frame.
- (7) Broken truck bolster.
- (8) Missing or broken side bearings.
- (9) Broken or missing truck springs.
- (10) Broken truck spring plank.
- (11) Broken center sill or body bolster.
- (12) Missing or broken coupler carrier.
- (13) Broken coupler shank or split coupler head.
- (14) Broken coupler knuckle.
- (15) Bent or broken grab irons, stirrups, and ladders.
- (16) Defective hand brakes.

No part of the freight car, nor anything attached to the car, may be hanging low enough to foul a road crossing or track structure.

Open top loads, including trailers and containers on flat cars, must not have lading shifted or securement loose or missing.

When width or height of a car or lading appears close to clearance lines, it must be known that the movement has been cleared with the proper authority.

Freight cars carrying bad order tags, that are safe for movement, may be taken in train to the point where repairs are to be made. Copy of Bad Order Card should be attached to waybill for car involved.

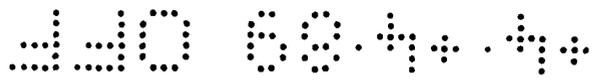
All crew members must be informed of the presence of the defective car in the train and the movement restrictions shown on the Bad Order Card.

When trains are enroute, personnel on the head end and rear end must inspect the train in conformity with the following:

1. When negotiating a curve, the person on the side of the locomotive or car which conforms to the inside of the curve shall inspect as much of the train as can be seen and shall inform any other personnel present of the result.

2. Inspection of train will be made as required on tangent track, especially in advance of highway and railroad crossings at grade, crossovers, turnouts, and bridges. Both sides of the train shall be inspected and the results communicated to any other personnel present.

3. IT IS THE CREW MEMBERS' RESPONSIBILITY TO DETECT AND CORRECT, WHEN POSSIBLE, ANY UNSAFE CONDITION THAT AFFECTS THE SAFE MOVEMENT OF THEIR TRAIN.



PUBLIC CROSSING AT GRADE

Sioux Falls, South Dakota and Sioux City, Iowa City Law reads:
"Railroad trains not to block streets. It is unlawful for the directing officer or the operator of any railroad train to direct the operation of or to operate the same in such a manner as to prevent the use of any street for purposes of travel for a period of time longer than five minutes, except that this provision shall not apply to trains or cars in motion, other than those engaged in switching."

"Speed of railroad trains. The speed at which any railroad equipment may be operated within the city shall be reasonable under the existing conditions, with due regard to the safety of the public. At no time shall a railroad train be operated in excess of fifteen (15) miles per hour."

When it is known that public streets or highway crossings will be blocked for a period longer than five (5) minutes, the train or cars must be cut and moved clear of the crossing.

When approaching public grade crossings the first whistle signal must be sounded not less than 20 seconds before the train occupies the crossing.

NORMAL POSITION OF SWITCHES

All main track switches outside of yard limits must be lined for the main track after completion of train or switching movement.

Switches on BN, CNW or ICC trackage used by D & I Railway personnel will be left lined per foreign line instruction.

ALL REVERSE MOVEMENTS

All reverse movements are not to exceed 10 mph.

Before reverse movements are made over road crossings, the crossings shall be flagged.

NOTIFICATION OF UNUSUAL CONDITIONS

All reports of unusual conditions affecting the movements of trains will be given to the dispatcher in writing.



SPECIAL INSTRUCTIONS

II-99 Flagging

When required to have flag protection, torpedoes must be set off a minimum of one-half mile from the end of protected train.

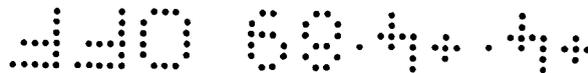
TIME PER MILE

| Minute | Second | MPH |
|--------|--------|-----|
| 12 | 00 | 5 |
| 10 | 00 | 6 |
| 8 | 00 | 8 |
| 6 | 00 | 10 |
| 4 | 00 | 15 |
| 3 | 00 | 20 |
| 2 | 40 | 25 |
| 2 | 00 | 30 |
| 1 | 50 | 35 |
| 1 | 40 | 40 |

MOTIVE POWER INSTRUCTIONS

Winter Engine Shutdown

During freezing weather, if necessary to shut down EMD GP-9 units, open G valve on water tank to drain radiators, and leave valve open.



STANDARD OPERATIONAL PROCEDURE

In the event of a derailment - -

Contact Superintendent Immediately

Superintendent will contact:

- (1) Local authorities
- (2) Nearest State Police Post
- (3) State Fire Marshall
- (6) President of Company

Note: All press related inquiries are to be directed to the President, Dennis Sudbeck.

110 66444

POLICE AGENCY NUMBERS

| COUNTY | STATION | LOCAL | COUNTY | STATE |
|--------------------------------|--|--|------------------------------|-----------------------------|
| Moody MP 97.3 - MP 91.2 | Trent | 605-997-2423 | 605-997-2423 | Flandreau 605-997-3507 |
| Minnehaha MP 91.2 - MP 87.7 | Dell Rapids Baltic Renner Sioux Falls | 605-428-3799 | 605-353-4300 | Sioux Falls 605-339-6601 |
| Lincoln MP 87.7 - MP 47.8 | Harrisburg Canton Fairview Hudson | 605-743-2549 605-987-5612 605-987-5651 | 605-987-5651 | Canton 605-987-5651 |
| Union MP 22.9 - MP 3.9 | Beresford Alcester East Wye Jefferson | 605-763-2100 605-934-2481 605-356-2184 605-966-5588 | 605-356-2679 | Canton 605-987-5651 |
| Sioux MP 47.8 - MP 38.1 | Hawarden | 712-552-2461 | 712-737-2280 | Spencer 712-262-1424 |
| Plymouth MP 38.1 - MP 22.9 | Chatsworth Akron Westfield | 712-737-2280 712-568-2511 712-546-7046 | 712-737-2280 712-546-7046 | Cherokee 712-225-5119 |
| Woodbury MP 3.9 - MP 0.0 | Sioux City | 712-279-6357 | 712-279-6510 | Cherokee 712-225-5119 |

D & I RAILROAD CO.

General Order #201
Effective 12:01 a.m. April 1, 1989

(a) Timetable No. 4 is in effect. Special instructions contained therein cover operations on D & I Railway. BN and CNW Company Timetables should be consulted for special instruction applying to their properties.

General Orders, when issued, must be inserted in their proper position in the book and notation entered on the Signature Page.

Employees must examine each page of Timetable No. 4 to determine that it is complete, pages in proper order, and note any changes.

General Orders will be numbered consecutively in the 200 series, as and when issued, for the life of Timetable No. 4.

(b) RULES FOR CONDUCTING TRANSPORTATION

Consolidated Code of Operating Rules are in effect this date.

RULES ANNULLED

These rules are of no effect and will not be used:

Rule 16
Rule 28
Rule 71-A
CTC System Rules S-250 thru 375.

110 60.4.4

