

Pay Acct

# INVOICE

Invoice Number: 24008940  
Invoice Date: 08/14/2024

## PLEASE REMIT YOUR PAYMENT TO:

BNSF Railway Company  
PO Box 676160  
Dallas TX 75267-6160

Please make checks payable to: BNSF Railway Company

Contract Number: 40590126

To: Attebury Elevator Inc  
P.O. Box 2707  
Amarillo TX 79105

Premises Location:  
Washburn, TX  
Armstrong County

Lease Description: Grain Elevator

Billing Period From: 09/28/2024 To: 09/27/2025

Washburn - Land Lease  
Siding pulled up.

Due Date	Description	Amount
09/28/2024	Land Lease	2,438.26
Total Due	09/28/2024	2,438.26

TOTAL DUE: 09/28/2024 2,438.26

PLEASE DIRECT BILLING INQUIRIES TO Mary Kynard dea.polzin@jll.com

TO ENSURE PROPER CREDIT TO YOUR ACCOUNT, WRITE THE INVOICE NUMBER ON YOUR CHECK  
TO AVOID LATE CHARGES, WE MUST RECEIVE YOUR PAYMENT ON OR BEFORE THE DUE DATE

65101-133



ok Benjamin  
8-23-24

PAID 9/25/2024  
ACCT 52974



STAUBACH ORIGINAL

A World of Real Estate Knowledge

BNSF Contract No. LC 590126.01

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

July 8, 2004

Attebury Elevators, Inc.  
P.O. Box 2707  
Amarillo, TX 79105

RE: Lease #590126; Location: Washburn, TX

Dear Sir or Madam:

This is in regard to the rental established for the above captioned Lease.

Our present agreement, as specified above, provides that the amount of base rent for the agreement may be revised as conditions warrant. We are presently reviewing rentals on our system and have determined from current data that the base rent should be \$1,350 per year, payable in advance. This new rental will be effective September 28, 2004. In addition, base rent shall increase 3% annually during the term of the Lease. Lessor reserves the right to change rental rates as conditions warrant. Billing or acceptance by Lessor of any rental shall not imply a definite term or otherwise restrict either party from canceling this Lease as provided herein.

As a matter of clarification, quoting the rent for a specific period and payment in advance does not convert the Lease to a definite term.

This letter is a supplement to your Lease, which will remain in effect except as hereby amended.

Your continued occupancy of the leased premises beyond the effective date of the rental increase shown above will indicate to us that you have elected to continue your occupancy of the site under this modified term and you will be billed accordingly. Please adjust your records accordingly and we will send you an invoice reflecting the new rent prior to the next due date. We suggest that you file this notice with your copy of the above agreement.

Staubach Global Services-RR, Inc. is acting as representative for The Burlington Northern and Santa Fe Railway Company.

Please call me toll free at 1-866-498-6647 extension 2637 if you have any questions or wish to discuss this further.

Sincerely,

Julie R. Taylor  
Associate Transaction Manager



590126  
BURLINGTON NORTHERN RAILROAD

Property Management  
2680 Continental Plaza  
777 Main Street  
Fort Worth, TX 76102  
(817) 878-1542

June 18, 1990

Mr. James L. Simons  
Project Manager  
DELEUW, CATHER & COMPANY  
525 W. Monroe Street  
Chicago, IL 60606

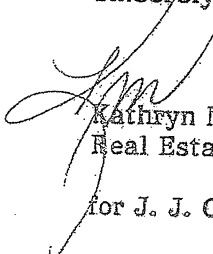
Dear Mr. Simons:

*Cancel D04735*  
RE: Lease No. 590,126 - Washburn, Texas

Attached is a print which outlines COMPLETED LEASE AGREEMENT for Attebury Elevators, Inc. This is a transfer from Josephine E. Attebury, Trust.

Please post this lease on the appropriate map.

Sincerely,

  
Kathryn McNeese  
Real Estate Coordinator

for J. J. O'Neil - Resbu 7215)

Attachment

cc: D. M. Tate\*  
Division Office

H. D. Cochrum \*  
Tax Department

Marge Kemp \*  
Accounts Rec. & Contracts

\*Attached is copy of above reference lease and print for your records.

ORIGINAL



LEASE NO.

590,126

DATE OF APPLICATION:

May 5, 1990

## APPLICATION FOR LEASE OF SITE PLEASE USE TYPEWRITER OR PRINT LEGIBLY • TO BE FILLED OUT BY APPLICANT

1. APPLICANT'S TELEPHONE NUMBERS (INCLUDING AREA CODE) HOME/OFFICE: HOME:			OFFICE: (806) 335-1639		
2. IN OR NEAR WHAT COMMUNITY IS SITE LOCATED? <b>WASHBURN</b>			COUNTY <b>ARMSTRONG</b>	STATE <b>TEXAS</b>	
3. EXACT LEGAL NAME AND ADDRESS OF APPLICANT (ALSO INCLUDE BILLING ADDRESS, IF NOT THE SAME): <b>ATTEBURY ELEVATORS, INC.</b> <b>P. O. BOX 2707 AMARILLO, TEXAS 79105</b>					
4. IF APPLICANT IS A CORPORATION, IN WHAT STATE LEGALLY INCORPORATED? <b>TEXAS</b>			IF AN INDIVIDUAL, UNDER WHAT FIRM NAME IS BUSINESS CONDUCTED?		
IF PARTNERSHIP, GIVE NAMES OF ALL PARTNERS:					
5. PRECISELY WHAT PROPERTY IS REQUIRED? (ATTACH A SKETCH TO SHOW SITE, INCLUDING DIMENSIONS): <b>AS SHOWN OUTLINED ON ATTACHED PRINT MARKED EXHIBIT "A" DATED 5/15/90 AND MADE A PART HEREOF.</b>					
6. SPECIFY WHAT USE WILL BE MADE OF SITE: <b>GRAIN ELEVATOR FACILITY</b>					
7. LIST ALL BUILDINGS OR STRUCTURES PRESENTLY ON SITE: <b>CONCRETE ELEVATOR, 2 STEEL BUILDINGS, 1 FRAME OFFICE BUILDING</b>					
8. LIST AND DESCRIBE ANY BUILDINGS OR STRUCTURES TO BE ERECTED ON SITE AND ESTIMATED COST: <b>NONE</b>					
9. APPLICANT REQUESTS OCCUPANCY ON: (MONTH, DAY, YEAR)					
10. DOES APPLICANT HAVE OTHER PROPERTY AT THIS LOCATION UNDER LEASE? (IF YES, SPECIFY LEASE NO.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
11. REISSUE- (IF APPLICABLE): THIS APPLICATION IS A REQUEST FOR ADDITIONAL ADJACENT PROPERTY, OR ELIMINATION OF PROPERTY COVERED BY AN EXISTING LEASE OF APPLICANT. LEASE(S) NO.: DATED:					
12. TRANSFER- (IF APPLICABLE): THIS APPLICATION COVERS PROPERTY UNDER A CURRENT LEASE(S) HELD BY ANOTHER COMPANY OR INDIVIDUAL WILLING TO TRANSFER THE PROPERTY TO APPLICANT; (APPLICANT MUST ATTACH A LETTER FROM THE PRESENT LESSEE AUTHORIZING CANCELLATION OF THE PRESENT LEASE.) EXISTING LEASE(S) NO.: <b>D04735</b> DATED: <b>APRIL 1, 1981</b> ISSUED TO: <b>JOSEPHINE E ATTEBURY, TRUST</b>					
13. ARE THERE ANY SPECIAL PROBLEMS TO BE CONSIDERED?					

APPLICANT SHOULD CAREFULLY READ THE FOLLOWING LEASE AGREEMENT. IF BURLINGTON IS WILLING TO LEASE THE SITE TO APPLICANT, IT WILL FILL IN THE RENTAL RATE AND EFFECTIVE DATE AND RETURN THE AGREEMENT FOR APPLICANT'S SIGNATURE. IF THE PROPERTY IS DESIRED FOR USE AS A PUBLIC ELEVATOR, BULK OIL STATION, STORAGE OR USE OF HAZARDOUS MATERIAL, RETAIL COMMERCIAL USE, OR USE OF A RAILROAD BUILDING, AND BURLINGTON IS AGREEABLE TO LEASING THE PROPERTY FOR SUCH USES, A SPECIAL ADDENDUM WILL BE ATTACHED OR DIFFERENT FORM OF AGREEMENT FURNISHED.

LEASE AGREEMENT TO BE COMPLETED BY RAILROAD AND SIGNED BY APPLICANT

Lessor, BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, hereinafter called "Burlington," hereby leases to the above-named Applicant, hereinafter called "Lessee", the property applied for, hereinafter called "Premises," on the following terms and conditions:

1. See addendum attached hereto and made a part hereof.
2. Lessee understands and agrees that Burlington shall apply all of these terms and conditions to any property adjacent to the Premises which Lessee may occupy just as though the property had been specifically described herein.
3. BURLINGTON DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LESSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. This Lease is made subject to all outstanding rights or interests of others. If the Premises are subsequently found to be subject to prior claim, this Lease shall terminate immediately on notice to that effect from Burlington. Lessee accepts this Lease subject to that possibility.
4. Burlington reserves to itself, and others, right of access to its adjoining property and the right to construct, maintain, and operate trackage, fences, pipelines, signal and communication facilities, telegraph, telephone, power, or other transmission lines upon, over, across, or beneath the Premises, without payment of any sum for any damage, including damage to growing crops, occasioned thereby. The foregoing rights, (except the right of access, which is unconditional), shall not be exercised in a manner that unreasonably interferes with Lessee's use of the Premises.
5. It is understood that Lessee has inspected the Premises and takes it "AS IS". Burlington is not obligated by this lease to make any changes, removals, or repairs of any kind nor to construct any fences. Lessee shall use the Premises only in the manner described in the Application, and shall not construct or place on the Premises any advertising billboards, structures, additions, or improvements not described in the foregoing Application, or plant or remove trees and shrubbery, except with express written permission of Burlington, and at Lessee's sole risk.
6. (a) Lessee shall pay all taxes, utilities, and other charges which may become due or be levied against the Premises, against Lessee, against the business conducted on the Premises or against improvements placed thereon during the actual term hereof, even though such taxes, license fees or other charges may not become due and payable until after cancellation of this Lease. If this is a transfer as provided in Item 12 of the above Application, Lessee must make arrangements with the present Lessee for payment of any delinquent and current taxes. If such arrangements are not made, Lessee agrees to pay all such taxes. If Burlington should make any such payments, Lessee shall reimburse Burlington for all such sums.  
  
(b) Should the Premises be subject to special assessment for public improvements in the amount of Five Hundred Dollars (\$500.00) or less, Lessee shall promptly reimburse Burlington the amount in full. Should the assessment exceed Five Hundred Dollars (\$500.00), the rental herein shall be increased by twelve (12) percent per annum of the total.  
  
(c) In case of Lessee's nonpayment of rental, taxes, or other charges, the same shall, until paid, constitute a lien on any buildings or other property owned by Lessee on the Premises, foreclosable according to law. Lessee shall not remove said buildings or property until said rental, taxes, or other charges are paid, unless directed to do so by Burlington.

7. Lessee shall not place, or permit to be placed, any material, structure, pole or other obstruction within 8½ feet laterally of the center line or within 24 feet vertically from the top of the rail of any track. If, by statute or order of public authority, greater clearances shall be required, Lessee shall strictly comply with such statute or order.

If, on application by Lessee, either or both the lateral and vertical clearances are permitted to be reduced by order of competent public authority, Lessee shall strictly comply with the terms of any such order, and indemnify and hold harmless Burlington from and against any and all claims, demands, expenses, costs, and judgments arising or growing out of loss of or damage to property or injury to or death of persons occurring directly or indirectly by reason of such reduced clearance.

Burlington's continued operations with knowledge of an unauthorized reduced clearance shall not constitute a waiver of the foregoing covenants of Lessee or of Burlington's right to recover for resulting damages to property or injury to or death of persons.

8. Lessee shall not permit the existence of any nuisance on the Premises; shall keep the same in clean and safe condition and free of any explosive, flammable or combustible material which would increase the risk of fire, except such material necessary to Lessee's business; shall not handle or store any potentially dangerous or toxic materials; and shall not permit the accumulation of junk, debris or other unsightly materials. Lessee shall at its sole expense keep the Premises and any improvements in good repair. Further, Lessee shall comply with all Federal, State, Local, and police requirements, regulations, ordinances and laws respecting the Premises and activities thereon.

9. Lessee shall not create or permit any condition on the Premises that could present a threat to human health or to the environment. Lessee shall indemnify and hold harmless Burlington from any suit or claim growing out of any damages alleged to have been caused, in whole or in part, by an unhealthful, hazardous, or dangerous condition caused by, contributed to, or aggravated by Lessee's presence on and use of the Premises or Lessee's violation of any laws, ordinances, regulations, or requirements pertaining to solid or other wastes, chemicals, oil and gas, toxic, corrosive, or hazardous materials, air, water (surface or groundwater) or noise pollution, and the storage, handling, use, or disposal of any such material. Lessee shall bear the expense of all practices or work, preventative or remedial, which may be required because of the condition or use of the Premises, by Lessee or those claiming by, through or under Lessee, during Lessee's period of occupancy. Lessee expressly agrees that the indemnification and hold harmless obligations it hereby assumes shall survive cancellation of this Lease. Lessee agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Burlington discovers any such health or environmental impairment, and Lessee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

10. It is understood by Lessee that the Premises are in dangerous proximity to railroad tracks and that persons and property on Premises will be in danger of injury, death, and damage or destruction incident to the operation of the railroad, including, without limitation, the risk of derailment, fire, or inadequate clearance (including sight clearance or vision obstruction problems at grade crossings on or adjacent to the Premises), and Lessee accepts this Lease subject to such dangers.

Lessee understands, as one of the material considerations of this Lease without which it would not be granted, that Lessee assumes all risk of injury to or death of all persons, and damage to or loss or destruction of buildings, contents, and all other property (including animals) brought upon or in proximity to the Premises by Lessee, or by any other person with the consent or knowledge of Lessee, WITHOUT REGARD TO WHETHER SUCH BE THE RESULT OF NEGLIGENCE OR MISCONDUCT OF ANY PERSON IN THE EMPLOY OR SERVICE OF BURLINGTON OR OF DEFECTIVE TRACKAGE, EQUIPMENT, OR TRACK STRUCTURES. Lessee hereby indemnifies and agrees to protect Burlington from all such injury or death and loss, damage or destruction to property, including claims and causes of action asserted against

Burlington by any insurer of said property. NOTWITHSTANDING THE FOREGOING, HOWEVER, LESSEE SHALL NOT BE LIABLE FOR INJURY TO OR DEATH OF BURLINGTON'S EMPLOYEES OR AGENTS, AND DAMAGE TO OR DESTRUCTION OF ROLLING STOCK BELONGING TO BURLINGTON OR OTHERS, OR SHIPMENTS OF THIRD PARTIES IN THE COURSE OF TRANSPORTATION, WHEN SAID INJURY, DEATH, DAMAGE OR DESTRUCTION IS CAUSED BY BURLINGTON'S OWN, SOLE NEGLIGENCE. For example, if a train derails because of Burlington's sole negligence, Burlington will bear the cost of damage to its own people and property and property on the train, but Lessee will be responsible, and will have no recourse against Burlington, for its own damage, and will have to reimburse Burlington for any expense or judgment Burlington incurs from claims of persons on the Premises or having property on the Premises with Lessee's knowledge or consent.

Lessee also agrees to indemnify and hold harmless Burlington from any loss, damage, injury or death arising from any act or omission of Lessee, Lessee's invitees, licensees, employees, or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation while on or near the Premises.

11. It is agreed that the provisions of Sections 7 and 10 are for the equal protection of other railroad companies, including National Railroad Passenger Corporation (Amtrak), permitted to use Burlington's property.

12. Lessee shall not assign this Lease or any interest therein, or grant a security interest in any buildings or improvements on the Premises, or sublet, and no heir, executor, administrator, receiver, master sheriff, trustee in bankruptcy, or other assignee by operation of law shall assign or sublet, without the express prior written consent of Burlington.

13. If, because of any act or omission of Lessee, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Burlington or any portion of the Premises, Lessee shall, at its own expense, cause the same to be discharged to record within thirty (30) days after written notice from Burlington to Lessee of the filing thereof, and shall indemnify and save harmless Burlington against and from all costs, liabilities, penalties, and claims, including legal expenses, resulting therefrom.

14. Either party may cancel this Lease at will on thirty (30) days advance written notice, in which event Lessee shall remove all property or improvements not owned by Burlington (regardless of who made them), including, without limitation, all foundations, slabs, and fences, and Lessee shall clear the Premises, including filling in and leveling any excavations and restoring the ground to a condition satisfactory to Burlington, within said 30 days. If Lessee fails to remove said property or improvements within the above time limit, Lessee hereby grants Burlington the absolute right to keep, convey, destroy, or otherwise dispose of them in any manner Burlington chooses, and, in addition, Lessee agrees to pay any net costs incurred by Burlington in doing so, within 10 days of receipt of Burlington's statement therefor.

15. If all or any part of the Premises is subjected to taking under eminent domain laws, this Lease shall terminate from the time possession is taken by the condemning entity, with prepaid rentals prorated. Lessee agrees that it is not entitled to, and hereby disclaims, any award made for such taking, excepting only an award issued solely and expressly to compensate for the taking of personal property or buildings owned or constructed by Lessee.

16. Nothing in this Lease shall prevent Burlington from discontinuing service over any railroad line or lines by which rail service may be provided to the Premises.

17. All notices to be given by Lessee to Burlington shall be given by letter, deposited with the United States Postal Service, postage prepaid, addressed to BURLINGTON NORTHERN RAILROAD, PROPERTY MANAGEMENT DEPT., 2680 CONTINENTAL PLAZA, 777 MAIN STREET, FORT WORTH, TEXAS 76102.

All notices to be given by Burlington shall be similarly given, addressed to Lessee at the address

given in the Application above. It is the Lessee's duty to notify Burlington promptly in writing of any change in its address; if it fails to do so, any notice from Burlington sent to its last known address shall be effective, whether or not received.

18. If this Lease is a reissue as provided in Item 11 of the above Application, it shall supersede and cancel the previous Lease or Leases described therein, without prejudice to any liability accrued prior to cancellation.

This Lease shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

**ATTEBURY ELEVATORS, INC.**

LESSEE (INDIVIDUAL OR COMPANY NAME)

BY

TITLE

*Sam Attebury*  
President

**BURLINGTON NORTHERN RAILROAD COMPANY**

BY

TITLE

*James J. O'Neil*  
Regional Manager Real Estate

By signing this agreement, I acknowledge that I have read and understand it, and will abide by all of its terms.





ADDENDUM TO BURLINGTON NORTHERN RAILROAD COMPANY  
LEASE NO. 590126

ATTACHED THERETO AND MADE A PART THEREOF

1. Lessee shall pay the sum of \$825.00 (Eight Hundred Twenty Five and No/100) Dollars for the year commencing September 30, 1987 and commencing April 1, 1988 the sum of \$1,000.00 (One Thousand and No/100) Dollars annually in advance each year thereafter.

Railroad reserves the right to change rental rates as conditions warrant. Billing or acceptance by Railroad of any rental shall not imply a definite term or otherwise restrict either party from cancelling this Lease as provided in Paragraphs 3 and 14.

Burlington Northern Railroad Company

James J. O'Neil  
Regional Manager Real Estate

ATTEBURY ELEVATORS, INC.

BY Sam Attebury

Title President