

FLETCHER & SIPPEL LLC

ATTORNEYS AT LAW

29 North Wacker Drive
Suite 800
Chicago, Illinois 60606-3208

Phone: (312) 252-1500
Fax: (312) 252-2400
www.fletcher-sippel.com

THOMAS J. LITWILER
(312) 252-1508
tlitwiler@fletcher-sippel.com

310371

November 25, 2025

ENTERED
Office of Chief Counsel
November 25, 2025
Part of
Public Record

VIA ELECTRONIC FILING

Chief of Case Administration
Office of Chief Counsel
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: **Docket No. FD 36722 (Sub-No. 1)**
Chicago, Central & Pacific Railroad Company – Amended
Trackage Rights Exemption – Cedar River Railroad Company

Dear Case Administration Chief:

Attached for filing in the above-captioned proceeding is the **Verified Notice of Exemption of Chicago, Central & Pacific Railroad Company Pursuant to 49 C.F.R. § 1180.2(d)(7)**, dated November 25, 2025. The sum of \$1,600, representing the appropriate fee for this filing, has been tendered electronically via Pay.gov.

If you have any questions regarding this filing, please feel free to contact me.
Thank you for your assistance on this matter.

Respectfully submitted,

/s/ *Thomas J. Litwiler*

Thomas J. Litwiler
Attorney for Chicago, Central & Pacific
Railroad Company

TJL:tl

Attachment

FILED
November 25, 2025
SURFACE TRANSPORTATION BOARD

FEE RECEIVED
November 25, 2025
SURFACE TRANSPORTATION BOARD

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36722 (SUB-NO. 1)

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY
-- AMENDED TRACKAGE RIGHTS EXEMPTION --
CEDAR RIVER RAILROAD COMPANY

**VERIFIED NOTICE OF EXEMPTION OF
CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY
PURSUANT TO 49 C.F.R. § 1180.2(d)(7)**

Thomas J. Litwiler
Fletcher & Sippel LLC
29 North Wacker Drive
Suite 800
Chicago, Illinois 60606-3208
(312) 252-1500

**ATTORNEY FOR CHICAGO, CENTRAL &
PACIFIC RAILROAD COMPANY**

Dated: November 25, 2025

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 36722 (SUB-NO. 1)

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY
-- AMENDED TRACKAGE RIGHTS EXEMPTION --
CEDAR RIVER RAILROAD COMPANY

**VERIFIED NOTICE OF EXEMPTION OF
CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY
PURSUANT TO 49 C.F.R. § 1180.2(d)(7)**

Chicago, Central & Pacific Railroad Company (“CCP”) hereby files this verified notice of exemption under 49 C.F.R. § 1180.2(d)(7) for the acquisition of limited local trackage rights on a line of railroad of Cedar River Railroad Company (“CEDR”) between Charles City, Iowa and London Township, Minnesota, a distance of approximately 43.5 miles.

In accordance with the requirements of 49 C.F.R. § 1180.4(g)(1), CCP submits the following information:

Description of Proposed Transaction: 49 C.F.R. §§ 1180.6(a)(1)(i), 1180.4(g)(1)(ii)(A)-(C)

CCP and CEDR are indirect rail carrier subsidiaries of Canadian National Railway Company (“CNR”). *See Illinois Central Corporation and Illinois Central Railroad Company -- Control -- CCP Holdings, Inc., Chicago, Central & Pacific Railroad Company and Cedar River Railroad Company*, Docket No. FD 32858 (STB served May 14, 1996); *Canadian National Ry. Co. -- Control -- Illinois Central Corp.*, 4 S.T.B. 122 (1999).¹ CCP operates approximately 725 miles of rail line between Chicago, Illinois and Council Bluffs/Sioux City, Iowa. CEDR owns

¹ CNR’s U.S. rail carrier subsidiaries, including CCP and CEDR, are held directly or indirectly by Grand Trunk Corporation (“GTC”), a wholly-owned subsidiary of CNR, and report to the Board on a consolidated basis under the GTC name.

approximately 100 miles of rail line extending north from Cedar Falls, Iowa through Charles City, Iowa to Glenville, Minnesota.² CEDR and CCP connect at Mona Junction in Cedar Falls.

CCP previously acquired overhead trackage rights on CEDR's rail line between Mona Junction in Cedar Falls and Charles City. See *Chicago, Central & Pacific Railroad Company – Trackage Rights Exemption – Cedar River Railroad Company*, Docket No. FD 36722 (STB served Sep. 15, 2023).³ Pursuant to a written amendment to the parties' prior trackage rights agreement, CCP now proposes to acquire extended, limited local trackage rights as tenant over the line of railroad of CEDR, as landlord, between Milepost 41.5 in Charles City, Iowa and Milepost 85.0 in London Township, Minnesota, a distance of approximately 43.5 miles.

The full name and address of the applicant carrier herein is as follows:

Chicago, Central & Pacific Railroad Company
17641 South Ashland Avenue
Homewood, Illinois 60430
(708) 332-4381

Any questions concerning this Notice should be sent to CCP's representative at the following address:

Thomas J. Litwiler
Fletcher & Sippel LLC
29 North Wacker Drive
Suite 800
Chicago, Illinois 60606-3208
(312) 252-1508

² Service on the far northern end of CEDR's line into Glenville is currently discontinued. *Cedar River Railroad Company – Discontinuance of Service Exemption – In Freeborn County, MN*, Docket No. AB-1288X (STB served Aug. 21, 2019).

³ These rights, in conjunction with related limited local trackage rights that CCP acquired over a connecting Dakota, Minnesota & Eastern Railroad Corporation ("DM&E") rail line in Charles City, permit CCP to operate trains with its own crews to serve an ethanol facility on DM&E's line in Floyd County, Iowa. See *Cedar River Railroad Company and Chicago, Central & Pacific Railroad Company – Trackage Rights Exemption – Dakota, Minnesota & Eastern Railroad Corporation*, Docket No. FD 36721 (STB served Sep. 15, 2023).

Proposed Consummation Date: 49 C.F.R. §§ 1180.6(a)(1)(ii), 1180.4(g)(1)(ii)(D)

CCP expects to consummate the trackage rights exemption authority proposed in this notice on December 26, 2025.

Purpose Sought to Be Accomplished: 49 C.F.R. § 1180.6(a)(1)(iii)

The proposed additional trackage rights will permit CCP to operate trains with its own crews to and from an ethanol facility of Absolute Energy LLC (or any successor entity) on CEDR's line at Mona/St. Ansgar, Iowa, as well as to serve other facilities on CEDR's line that tender or receive "co-load" traffic in blocks of at least 25 cars that are combined into unit trains for movement to or from a single off-line location. The trackage rights are intended to provide operational flexibility and reliability in service to such customers.

States in Which Applicant's Property is Located: 49 C.F.R. § 1180.6(a)(5)

CCP owns or operates over rail property in the States of Illinois, Iowa, and Nebraska. CEDR owns and operates over rail property in the States of Iowa and Minnesota.

Map - Exhibit 1: 49 C.F.R. § 1180.6(a)(6)

A map of the CEDR rail line over which CCP proposes to acquire trackage rights is attached hereto as Exhibit 1.

Agreement - Exhibit 2: 49 C.F.R. § 1180.6(a)(7)(ii)

A copy of the First Amendment to Trackage Rights Agreement dated as of November 3, 2025, between CCP and CEDR is attached hereto as Exhibit 2.⁴

⁴ The First Amendment also provides for Iowa Northern Railway Company ("IANR"), a CCP/CEDR affiliate, to obtain new trackage rights over CEDR's line that overlap with the trackage rights currently held and to be obtained by CCP. The IANR trackage rights transaction is the subject of a separate notice of exemption being concurrently filed in Docket

Labor Protective Conditions: 49 C.F.R. § 1180.4(g)(1)(i)

As a condition to this exemption, CCP agrees to the employee protective conditions established in *Norfolk and Western Ry. Co. -- Trackage Rights -- BN*, 354 I.C.C. 605 (1978), as modified in *Mendocino Coast Ry. Inc. -- Lease and Operate*, 360 I.C.C. 653 (1980).

Environmental and Historic Preservation Matters: 49 C.F.R. § 1180.4(g)(3)

Under 49 C.F.R. § 1105.6(c)(4), the proposed acquisition of extended trackage rights by CCP is exempt from environmental reporting requirements. Under 49 C.F.R. § 1105.8(b)(3), the proposed CCP trackage rights acquisition also is exempt from historic preservation reporting requirements.

Respectfully submitted,

/s/ *Thomas J. Litwiler*

By: _____

Thomas J. Litwiler
Fletcher & Sippel LLC
29 North Wacker Drive
Suite 800
Chicago, Illinois 60606-3208
(312) 252-1500

**ATTORNEY FOR CHICAGO, CENTRAL &
PACIFIC RAILROAD COMPANY**

Dated: November 25, 2025

No. FD 36869, *Iowa Northern Railway Company – Trackage Rights Exemption – Cedar River Railroad Company*.



DESCRIPTION: Osage Subdivision State of Iowa United States of America THIS IS NOT A PLAN OF SURVEY CECI N'EST PAS UN PLAN D'ARPENTAGE		
	SUBDIVISION:	Osage (393)
	SPUR / ANTENNE:	N/A
	MILEAGE / MILLIAIRE:	0.00 - 85.00
Subject Track	DATE:	July 2, 2025
	SCALE / ÉCHELLE:	Not To Scale

FIRST AMENDMENT TO THE TRackage RIGHTS AGREEMENT

THIS FIRST AMENDMENT (“Amendment”) to the Trackage Rights Agreement is made by and between **CEDAR RIVER RAILROAD COMPANY** (hereinafter referred to as “CEDR” or “Owner”), **CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY** (hereinafter referred to as “CCP”) and **IOWA NORTHERN RAILWAY COMPANY** (hereinafter referred to as “IANR” and, together with CCP, as “Users”), and CEDR, CCP and IANR are hereafter sometimes individually referred to as a “Party” and jointly as the “Parties.”

RECITALS

- A. CEDR and CCP entered into a Trackage Rights Agreement dated March 23, 2023, which had a Commencement Date of March 1st, 2025 (“**Agreement**”) and which provided for CCP to operate on CEDR’s trackage between Cedar Falls, Iowa and Charles City, Iowa.
- B. CCP has requested and CEDR agrees to grant additional trackage rights to CCP between Charles City, Iowa and London Township, Minnesota.
- C. CEDR desires to admit IANR, as a new affiliate of CEDR and CCP, to the same trackage rights as are held or are to be held by CCP.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Amendment, and the covenants, obligations, and agreements hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, CEDR, CCP and IANR covenant and agree to amend and modify the Agreement as follows:

- 1) IANR is added as a party to the Agreement, and all references in the Agreement to “User” shall be considered to refer to both CCP and IANR as Users.
- 2) Section 1.0 of the Agreement is hereby terminated in its entirety and replaced with the following:

SECTION 1.0 GRANT OF TRackage RIGHTS

1.1 Subject to the terms and conditions herein provided, Owner hereby grants to Users the right to operate, in limited overhead and limited local freight service only, as specified below, their respective trains, locomotives, cars, and equipment with their own respective crews (hereinafter referred to as the “Trackage Rights”) over the following segment of Owner’s railroad as shown on the plan attached hereto, made a part hereof and marked Exhibit “A” (hereinafter referred to as the “Subject Trackage”):

Between CCP’s connection to CEDR at Cedar Falls, Iowa at or near Milepost 0.0 and Milepost 85.0 in London Township, Minnesota on CEDR’s Osage Subdivision, including (1) all sidings, yard tracks and yard leads now existent or hereafter constructed

along the aforesaid tracks to be used hereunder, and (2) right-of-way for the aforesaid tracks, signals, interlocking devices and plants, telegraph and telephone lines, and other appurtenances necessary to the use hereunder of the aforesaid tracks by the Parties, a distance of approximately 85 miles.

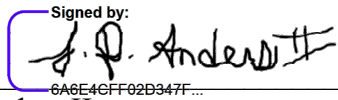
1.2 Users may utilize the rights contained herein to move: i) traffic to and from the ethanol facility of Absolute Energy LLC or any successor entity at or near Milepost 76.1 at Mona/St. Ansgar, Iowa; ii) overhead traffic between the CCP/CEDR connection at Cedar Falls and the CEDR connection to Dakota, Minnesota & Eastern Railroad Corporation (Canadian Pacific Kansas City) at or near Milepost 41.5 in Charles City, Iowa; iii) traffic from or to facilities on the Subject Trackage handled in blocks of at least 25 cars that are combined into single co-loaded unit trains for movement between the Subject Trackage and a single off-line location; and iv) traffic between or to or from any other existing or new locations on the Subject Trackage that the Parties may mutually agree upon.

- 3) Section 4.2(iii) is revised to read “76.1 miles, 41.5 miles or such other distance on the Subject Trackage on which User’s train moved.”
- 4) Exhibit A of the agreement is hereby deleted in its entirety and replaced by a new Exhibit A which is attached here to and made a part hereof.
- 5) Except as modified by this First Amendment, the remaining items, covenants, provisions, and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on this 3rd day of November, 2025

**CHICAGO, CENTRAL & PACIFIC
RAILROAD COMPANY**

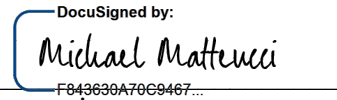
By:

Signed by:

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James Q. Anders II
Senior Manager Contracts

**CEDAR RIVER RAILROAD
COMPANY**

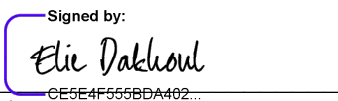
By:

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Michael Matteucci
Senior Director Interline Services

**IOWA NORTHERN RAILWAY
COMPANY**

By:

Signed by:

CE5E4F555BDA402...

Elie Dakhoul
Senior Manager Contracts & Compliance

VERIFICATION

I, Elie Dakhoul, hereby verify under penalty of perjury that I am Senior Manager, Contracts & Compliance of Chicago, Central & Pacific Railroad Company, that I have read the foregoing Notice of Exemption and know the facts asserted therein, and that the same are true as stated to the best of my knowledge, information and belief.

/s/ *Elie Dakhoul*

Elie Dakhoul

Dated: November 25, 2025