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August 6, 2018

246173

Ms. Cynthia T. Brown  
Chief of the Section of Administration, Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423-0001

ENTERED  
Office of Proceedings  
August 07, 2018  
Part of  
Public Record

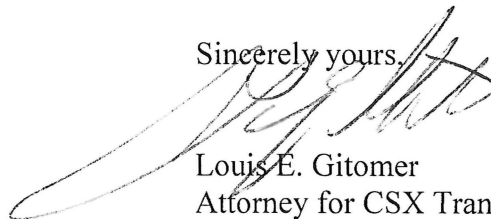
Re: Docket No. FD 35325 (Sub-No. 1), *CSX Transportation, Inc. – Trackage  
Rights Amendment Exemption – Illinois Central Railroad Company*

Dear Ms. Brown:

Enclosed are the original and 10 copies of the Notice of Exemption, a diskette containing a WORD and pdf version of the Notice, and a check in the amount of \$1,300 is to cover the filing fee.

Please time and date stamp the extra copy of the filing and return it in the enclosed pre-paid envelope. Thank you for your assistance. If you have any questions, please contact me.

Sincerely yours,



Louis E. Gitomer  
Attorney for CSX Transportation, Inc.

Enclosures



FEE RECEIVED  
August 7, 2018  
SURFACE  
TRANSPORTATION BOARD

FILED  
August 7, 2018  
SURFACE  
TRANSPORTATION BOARD

BEFORE THE  
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 35325 (Sub-No. 1)

CSX TRANSPORTATION, INC.—TRACKAGE RIGHTS AMENDMENT EXEMPTION—  
ILLINOIS CENTRAL RAILROAD COMPANY

VERIFIED NOTICE OF EXEMPTION



Steven C. Armbrust, Esq.  
CSX Transportation, Inc.  
500 Water Street J-150  
Jacksonville, FL 32202  
(904) 359-1229

Louis E. Gitomer, Esq.  
Melanie B. Yasbin, Esq.  
Law Offices of Louis E. Gitomer, LLC  
600 Baltimore Avenue, Suite 301  
Towson, MD 21204  
(410) 296-2250  
Lou@lgraillaw.com

Dated: August 6, 2018

Attorneys for: CSX Transportation, Inc.

BEFORE THE  
SURFACE TRANSPORTATION BOARD

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DOCKET NO. FD 35325 (Sub-No. 1)

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CSX TRANSPORTATION, INC.—TRACKAGE RIGHTS AMENDMENT EXEMPTION—  
ILLINOIS CENTRAL RAILROAD COMPANY

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VERIFIED NOTICE OF EXEMPTION

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CSX Transportation, Inc. (“CSXT”) submits this Verified Notice of Exemption pursuant to the class exemption at 49 C.F.R. §1180.2(d)(7) based on the Second Amendment to Trackage Rights Agreement (the “Amendment”) over the portion of the Illinois Central Railroad Company (“IC”) trackage in Decatur, IL between the Decatur Street road crossing at or near milepost 77.7 and milepost 76.7, on IC’s Peoria Subdivision (Main Line), including IC’s connection with CSXT (approximately 1 mile), between milepost 30.5 and milepost 28.6 on IC’s Peoria Subdivision (Green Switch Spur) (approximately 1.9 miles), and between IC’s lead track from its connection to the Green Switch Spur to IC’s connection with the ADM Run-Around-Yard at Decatur, IL on IC’s Peoria Subdivision (approximately 0.7 miles), a total distance of approximately 3.6 miles (the “Trackage Rights”).<sup>1</sup> The Amendment between IC and CSXT prohibits CSXT and its successors and assigns from moving Toxic Inhalation Hazard (“TIH”) and Poison Inhalation Hazard (“PIH”) on the Trackage Rights. *See* Exhibit B. The parties have entered a written agreement, which is not sought as a responsive application in a rail consolidation proceeding.

CSXT is a subsidiary of CSX Corporation. IC is a subsidiary of Grand Trunk

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<sup>1</sup> *CSX Transportation, Inc.-Trackage Rights Exemption-Illinois Central Railroad Company*, STB Finance Docket No. 35325 (served December 18, 2009).

Corporation, which in turn is a wholly owned subsidiary of Canadian National Railway Company.

Pursuant to the Surface Transportation Board's (the "Board") regulations at 49 C.F.R. § 1180.4(g), CSXT submits the following information:

**Section 1180.6 Supporting Information**

**(a)(1)(i) Description of Proposed Transaction**

IC and CSXT are amending the Trackage Rights to prohibit the handling of TIH and PIH by CSXT and its successors and assigns.

The carriers involved in this transaction and their business addresses are:

CSX Transportation, Inc.  
500 Water Street J-150  
Jacksonville, FL 32202

Illinois Central Railroad Company  
17641 South Ashland Avenue  
Homewood, IL 60430

Questions and correspondence concerning this notice may be addressed to:

Steven C. Armbrust  
CSX Transportation, Inc.  
500 Water Street J-150  
Jacksonville, FL 32202  
(904) 359-1229

Louis E. Gitomer  
Law Offices of Louis E. Gitomer, LLC  
600 Baltimore Avenue, Suite 301  
Towson, MD 21204  
(410) 296-2250  
Lou@lgraillaw.com

**(a)(1)(ii) Consummation Date**

The transaction is scheduled to be consummated on or shortly after September 6, 2018.

**(a)(1)(iii) Purpose Sought to be Accomplished**

The Amendment will prohibit CSXT and its successors and assigns from handling TIH and PIH over the Trackage Rights.

**(a)(5) List of States in which the Party's Property is Situated**

CSXT owns and operates about 21,000 miles of railroad in the States of Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Massachusetts, Maryland, Michigan, Mississippi, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, and West Virginia, the District of Columbia, and the Provinces of Ontario and Québec.

IC owns and operates railroad lines in the States of Alabama, Illinois, Kentucky, Louisiana, Mississippi, and Tennessee.

The trackage rights are located in the State of Illinois.

**(a)(6) Map**

A map illustrating the involved trackage rights is attached as Exhibit A.

**(a)(7)(ii) Agreement**

A copy of the Second Amendment to Trackage Rights Agreement is attached as Exhibit B.

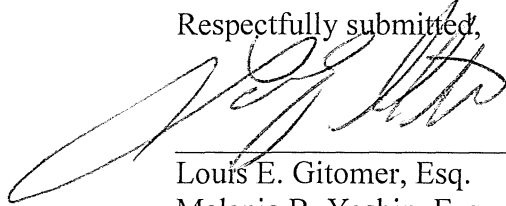
**Labor Protection**

Any employees of CSXT or IC who are adversely affected by the amendment to the trackage rights that are the subject of this Notice are entitled to protection under the conditions imposed in *Norfolk and Western Railway Ry. Co.—Trackage Rights—BN*, 354 I.C.C. 605 (1978), as modified by *Mendocino Coast Ry., Inc. —Lease and Operate*, 360 I.C.C. 653 (1980).

**Environmental and Historic Matters**

Environmental and historic impacts associated with trackage rights transactions generally are considered to be insignificant. Therefore, environmental and historical reports and documentation normally need not be submitted for this type of transaction, pursuant to 49 C.F.R. § 1105.6(c)(4) and § 1105.8(b)(3).

Respectfully submitted,



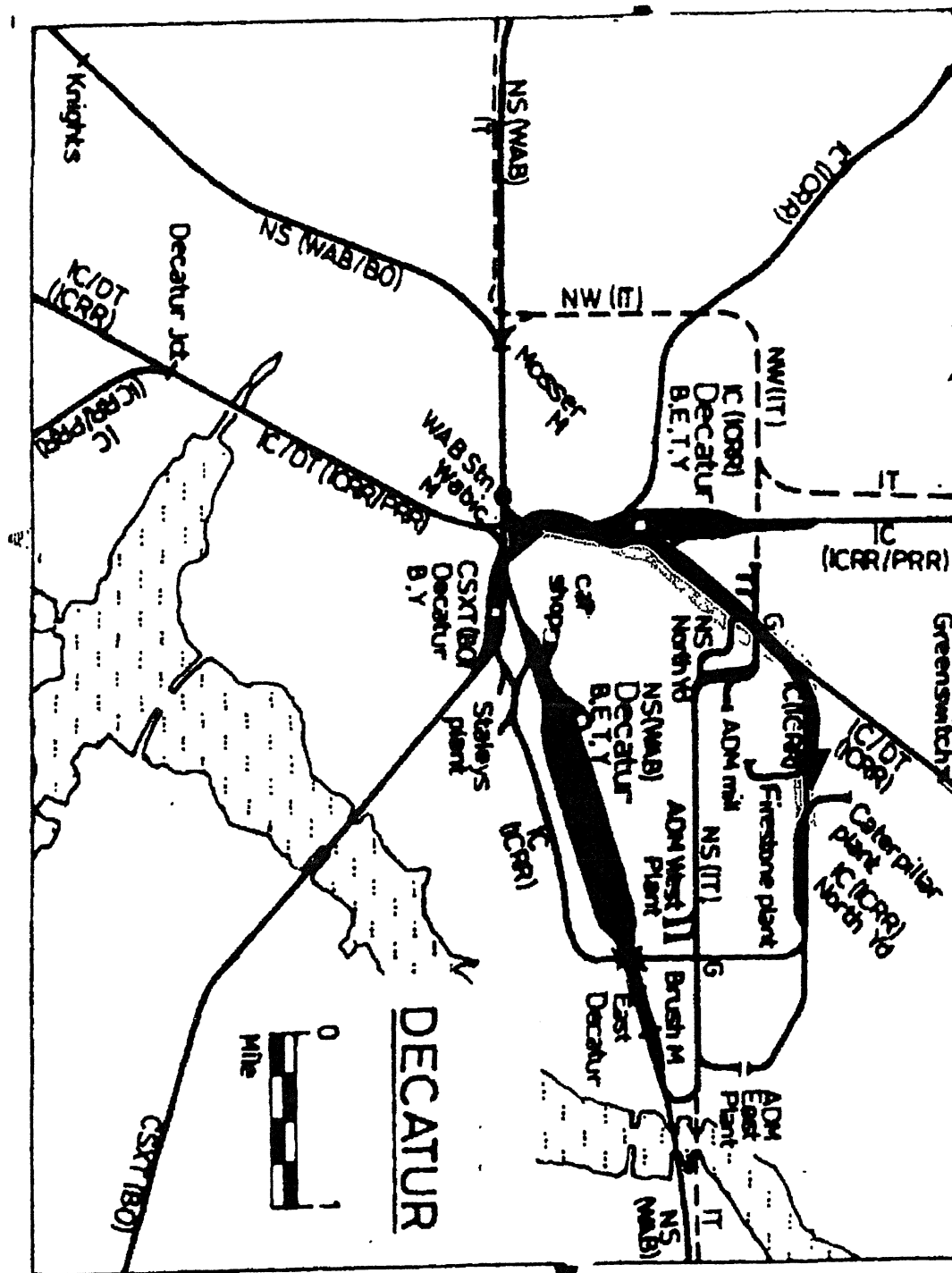
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(410) 296-2250  
Lou@lgrailaw.com

Attorneys for: CSX Transportation, Inc.

Dated: August 6, 2018

# EXHIBIT A-MAP



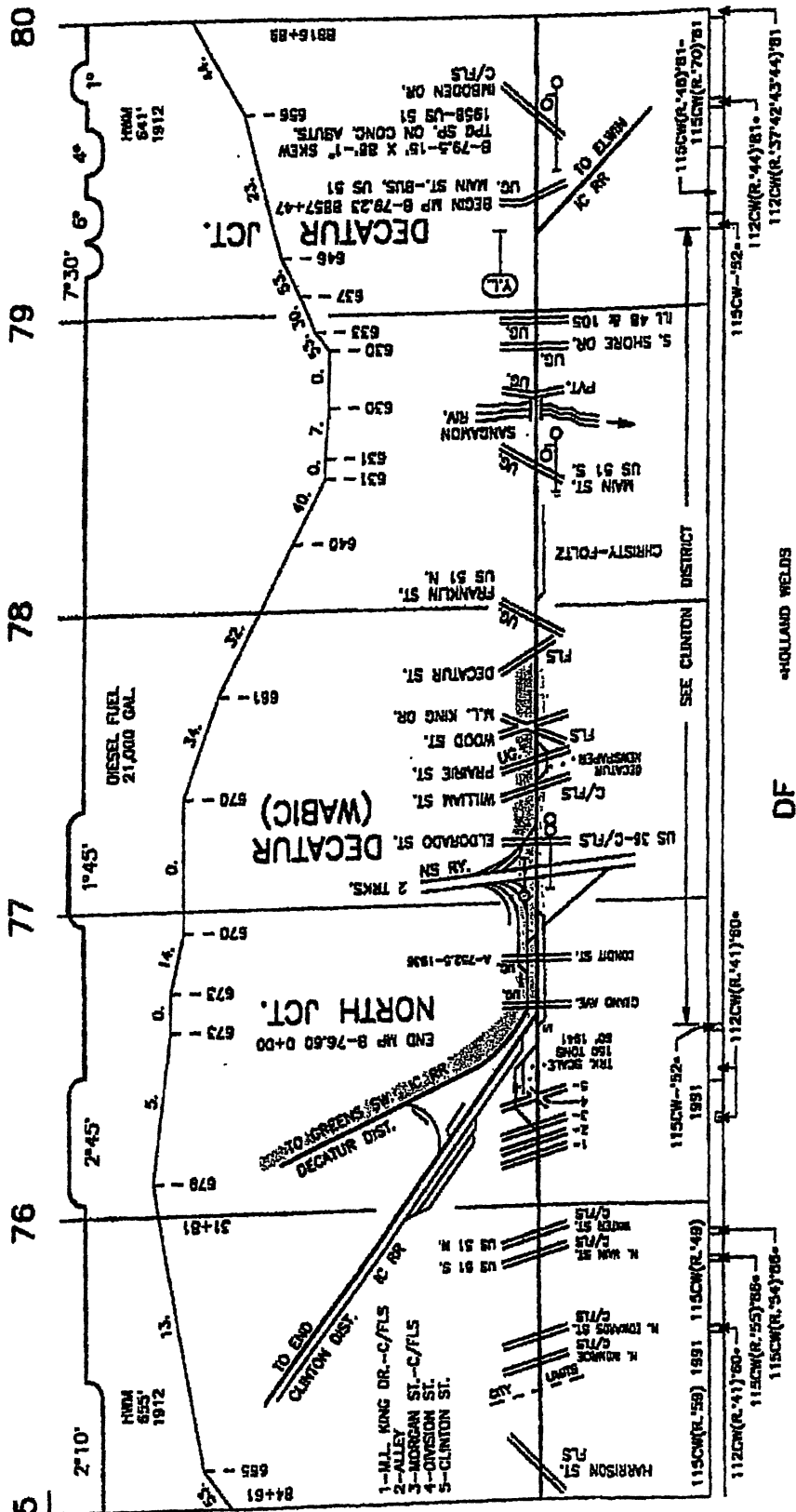
Map: Walker, Mike. *Steam Powered Video's Comprehensive Railroad Atlas of North America: Great Lakes West*. Kent, ME: Steam Powered Publishing, 1996.

TO MATTOON →

**1"=3000'**

**TO PEORIA**

5-18

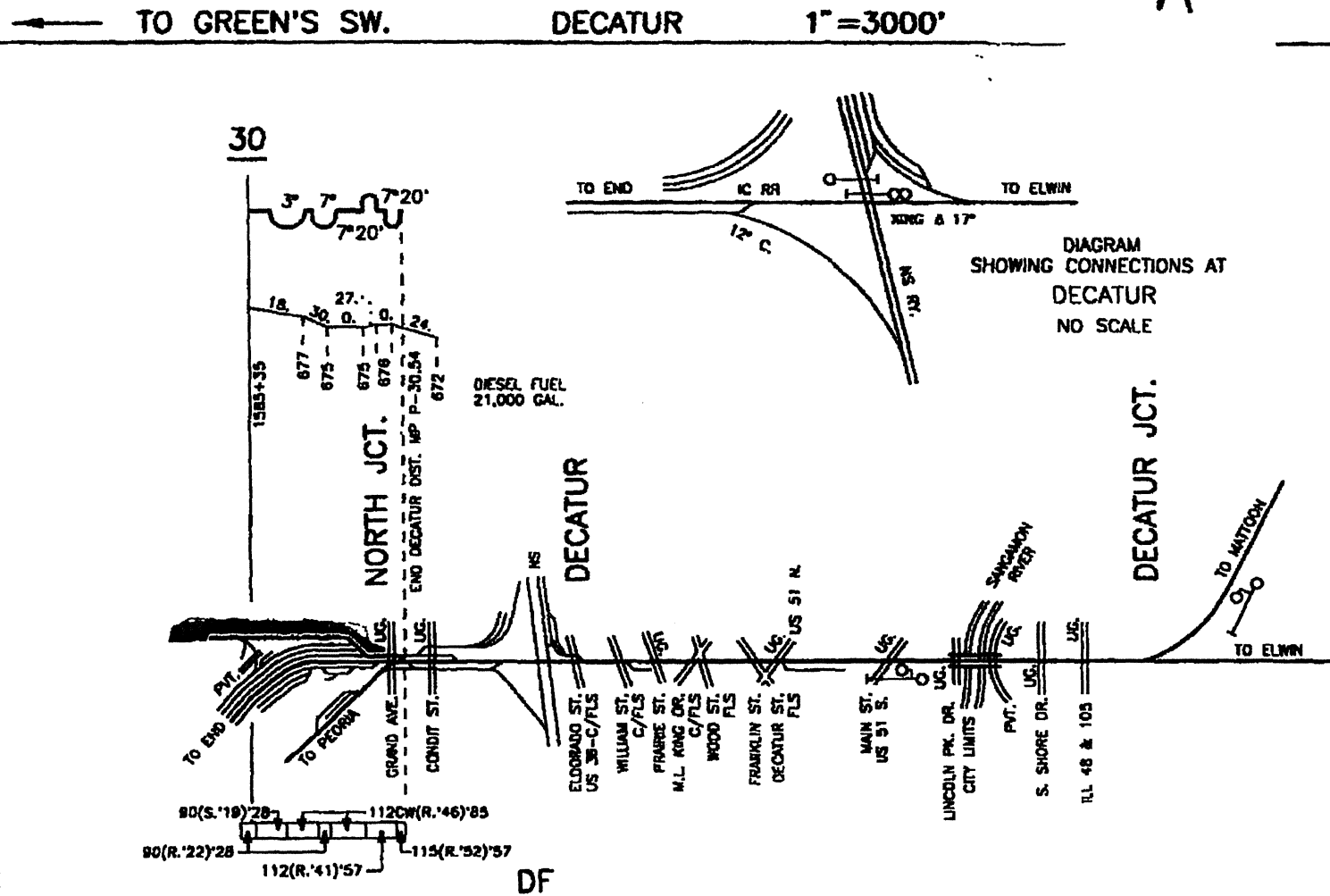


**NOTES:**

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|--------------------|
| REV. DEC. 31, 1995 |
| REV. DEC. 31, 1996 |
| REV. JULY 1, 1999  |

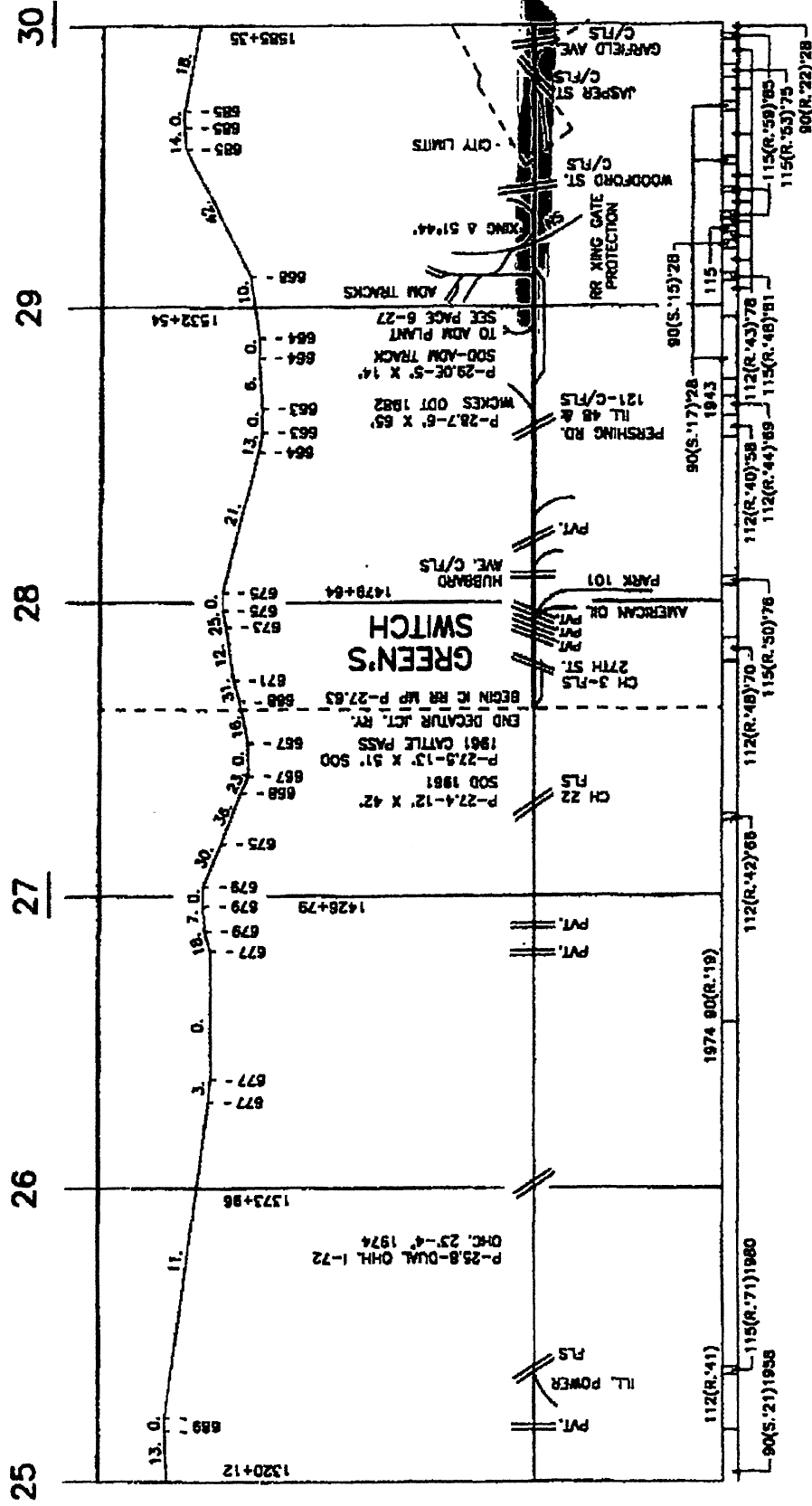
# Exhibit A-2

PG  
5-26



NOTES:

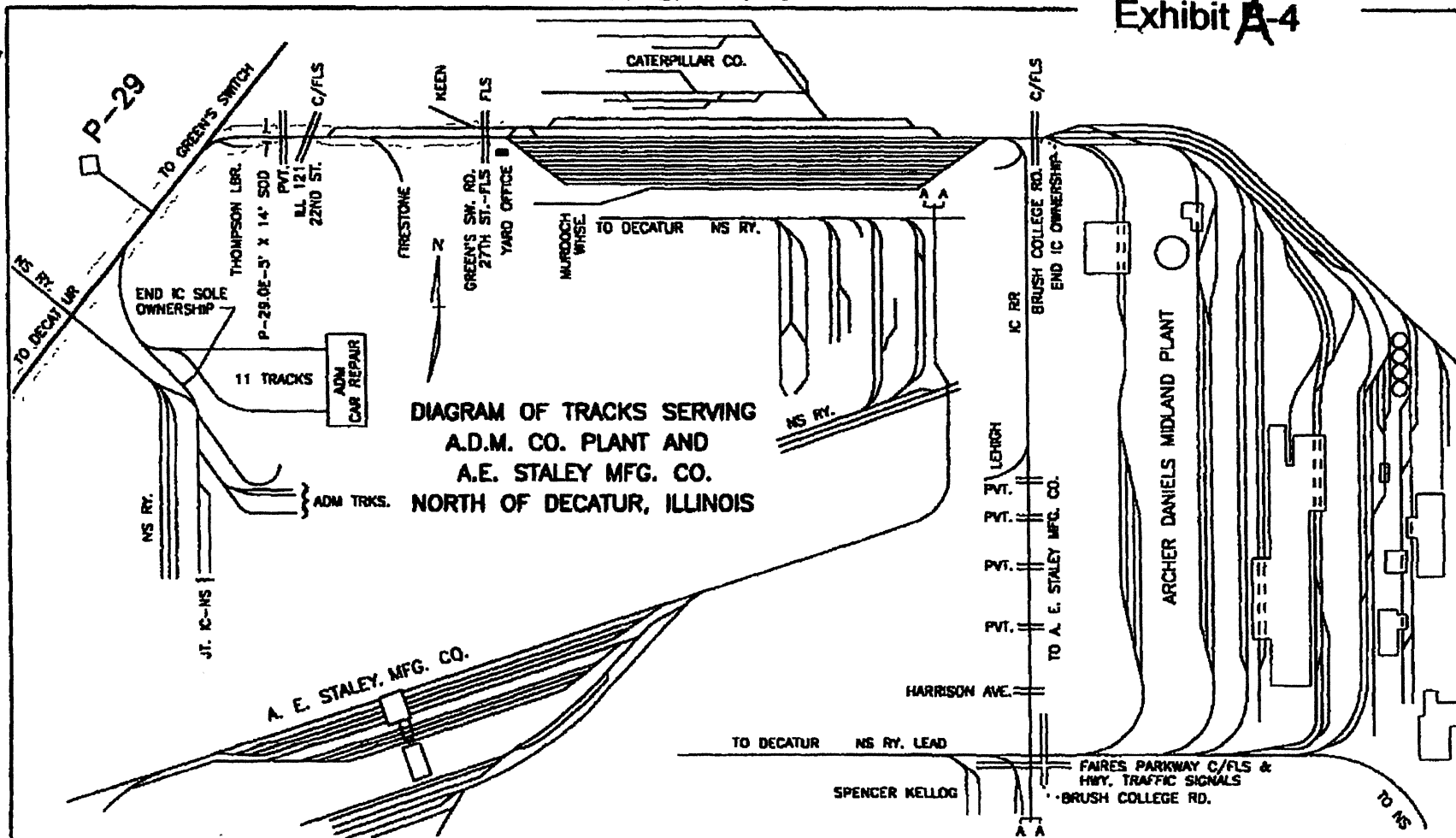
REV. DEC. 31, 1995  
REV. DEC. 31, 1998  
REV. JULY 1, 1999



**NOTES:**

REV. DEC. 31, 1995  
REV. JULY 1, 1989

51



**NOTES:**

REV. DEC. 31, 1995  
REV. DEC. 31, 1996  
REV. JULY 1, 1999

USE THE 1"=1200' SCALE WHEN PLOTTING THIS DRAWING

⑤

# EXHIBIT B-AGREEMENT

**SECOND AMENDMENT TO TRACKAGE RIGHTS AGREEMENT**

**THIS SECOND AMENDMENT TO TRACKGE RIGHTS AGREEMENT ("2nd AMENDMENT")**, entered into as of this 4<sup>th</sup> day of July 2018, by and between **ILLINOIS CENTRAL RAILROAD COMPANY**, hereinafter referred to as "**IC,**" and **CSX TRANSPORTATION, INC.**, hereinafter referred to as "**CSXT**";

**WITNESSETH:**

**WHEREAS**, IC and CSXT entered into a certain agreement dated December 3, 2009, which provides among other things for CSXT trains to operate over IC tracks between IC's connection with CSXT at or near IC Milepost 77.7 at Decatur, IL and IC's connection to Archer Daniels Midland Company's ("ADM") Run-Around Yard at Decatur, IL on IC's Peoria Subdivision ("Agreement"); and

**WHEREAS**, , IC and CSXT desire to amend the terms of the Agreement and the Decatur Trackage Rights Additional Terms subject to the terms and conditions contained herein to add insurance requirements applicable to non-Class I railroads and other terms in the event IC agrees to an assignment of this Agreement;

**NOW, THEREFORE**, the parties hereto, intending to be legally bound, agree as follows:

- 1) **Section 3.2** of the Agreement shall be deleted and replaced in its entirety as follows:

"3.2 The trackage rights shall be limited in accordance with the commodities shown on Exhibit A, Decatur Trackage Rights Additional Terms attached hereto and made a part hereof. The sole traffic that USER may move over the Subject Trackage is that which was agreed to and as described in Exhibit A, which in no case will allow for the movement of Toxic Inhalation Hazard (TIH) or Poison Inhalation Hazard (PIH) cars on the Subject Trackage without the prior written consent of IC by means of an amendment to this Agreement."

- 2) The title of **Section 12** of the Agreement shall be deleted and replaced in its entirety as follows:

**"SECTION 12.0      LIABILITY AND INSURANCE."**

- 3) New subsections to **Section 12** shall be added as follows:

12.2 So long as this Agreement shall remain in effect, or until this Agreement is terminated (whichever date is later), USER shall obtain at its own cost and expense and keep in full force and effect and maintain with companies reasonably satisfactory to IC, Commercial General Liability Insurance (or its equivalent reasonably satisfactory to IC) (Occurrence Based) insuring USER against any and all damages, costs and expenses resulting from or arising in connection with bodily injury (including death) to any person and/or loss,

damage or destruction of any property resulting from, growing out of or incidental to this Agreement with limits of not less than FIFTY MILLION DOLLARS (\$50,000,000.00) per occurrence, FIFTY MILLION DOLLARS (\$50,000,000.00) aggregate on an occurrence-based policy. The policy must name each of ILLINOIS CENTRAL RAILROAD COMPANY and its parent company, Canadian National Railway, as an Additional Insured and shall be endorsed to provide that USER shall assume the contractual obligations as herein set forth in this Agreement, and must not contain any exclusions related to doing business on, near, or adjacent to railroad facilities and shall contain a full waiver of rights of subrogation. Any railroad exclusion shall be removed through issuance endorsement CG-24-17 or similar approved endorsement. IC reserves the right to change the limits required in this section at any time for any reason.

12.3 Notwithstanding the insurance requirements of the previous subsection 12.2, the insurance requirements set forth therein shall not apply to a Class I railroad.

4) A new subsection to **Section 19** shall be added as follows:

19.2 In the event IC agrees to assignment of this Agreement, the assignee of the Agreement shall be limited to interchanging traffic contemplated by this Agreement directly to CSXT only and Exhibit A shall be interpreted accordingly.

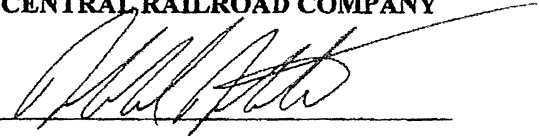
5) Except as specifically herein modified, all other terms and conditions of the Agreement shall remain in full force and effect.

*Signature Page to Follow*

Final

IN WITNESS WHEREOF, the parties hereto execute this 2nd AMENDMENT TO TRACKAGE RIGHTS AGREEMENT, in duplicate, as of the day and year first written above.

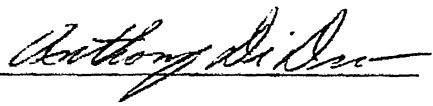
ILLINOIS CENTRAL RAILROAD COMPANY

By 

Michael Matteucci

Its: Region Director Contracts & Administration

CSX TRANSPORTATION, INC.

By 

Anthony DiDeo

Its: Director Intercarrier Management

**EXHIBIT C-FEDERAL REGISTER  
NOTICE**

SURFACE TRANSPORTATION BOARD

NOTICE OF EXEMPTION

DOCKET NO. FD 35325 (Sub-No. 1)

CSX TRANSPORTATION, INC.—TRACKAGE RIGHTS AMENDMENT EXEMPTION—  
ILLINOIS CENTRAL RAILROAD COMPANY

Illinois Central Railroad Company (“IC”) has agreed to amend the grant of overhead trackage rights to CSX Transportation, Inc. (“CSXT”) in Decatur, IL between the Decatur Street road crossing at or near milepost 77.7 and milepost 76.7, on IC’s Peoria Subdivision (Main Line), including IC’s connection with CSXT (approximately 1 mile), between milepost 30.5 and milepost 28.6 on IC’s Peoria Subdivision (Green Switch Spur) (approximately 1.9 miles), and between IC’s lead track from its connection to the Green Switch Spur to IC’s connection with the ADM Run-Around-Yard at Decatur, IL on IC’s Peoria Subdivision (approximately 0.7 miles), a total distance of approximately 3.6 miles, including the use of (1) all sidings, yard tracks and yard leads now existent or hereafter constructed along the Trackage Rights, and (2) right-of-way for the use of the tracks, signals, interlocking devices and plants, telegraph and telephone lines, and other appurtenances necessary to the use of the Trackage Rights, to prohibit CSXT and its successors and assigns from handling Toxic Inhalation Hazard and Poison Inhalation Hazard over the trackage rights. The trackage rights will be effective on or after September 6, 2018.

As a condition to this exemption, any employee affected by the amendment of the trackage rights will be protected by the conditions imposed in *Norfolk and Western Railway Ry.*

*Co.—Trackage Rights—BN*, 354 I.C.C. 605 (1978), as modified by *Mendocino Coast Ry., Inc. — Lease and Operate*, 360 I.C.C. 653 (1980).

This notice is filed under 49 CFR 1180.2(d)(7). If it contains false or misleading information, the exemption is void *ab initio*. Petitions to revoke the exemption under 49 U.S.C. 10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the transaction.

An original and 10 copies of all pleadings, referring to Docket No. FD 35325 (Sub-No. 1) must be filed with the Surface Transportation Board, 395 E Street, S.W., Washington, DC 20423-0001. In addition, a copy of each pleading must be served on Steven C. Armbrust, CSX Transportation, Inc., 500 Water Street J-150, Jacksonville, FL 32202, and Louis E. Gitomer, Law Offices of Louis E. Gitomer, 600 Baltimore Avenue, Suite 301, Towson, MD 21204, Lou@lgraillaw.com

Dated:

By the Board, Scott M. Zimmerman, Acting Director, Office of Proceedings.

## VERIFICATION

State of Florida                    )  
                                              )ss  
County of Duval                    )

I, F.E. Payne Jr.  
F.E.R. being duly sworn, depose and state that I am

Manager Strategic Planning of CSX Transportation, Inc., that I am authorized to make this  
verification, and that I have read the foregoing Notice of Exemption, and know the facts asserted  
therein are true and accurate to the best of my knowledge, information and belief.

F.E.R.  
Manager Strategic Planning

Subscribed and sworn to before me this 1<sup>st</sup> day of August 2018.

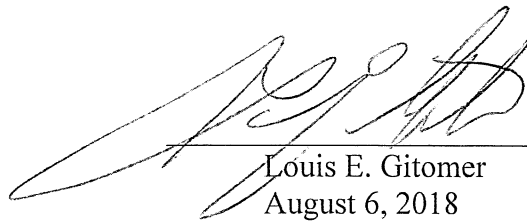
S R Farling Scott  
Notary Public

My Commission expires: 10/28/2018



CERTIFICATE OF SERVICE

I hereby certify that I have caused the Verified Notice of Exemption in Finance Docket 35325 (Sub-No. 1), *CSX Transportation, Inc.—Trackage Rights Amendment Exemption—Illinois Central Railroad Company*, to be served by first class mail, postage pre-paid on the Secretary of the United States Department of Transportation, the Attorney General of the United States, the Federal Trade Commission and the Governor, Public Service Commission, and Department of Transportation of the State of Illinois.



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Louis E. Gitomer  
August 6, 2018