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December 21, 2018

VIA ELECTRONIC FILING

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W., Room 1034
Washington, DC 20423-0001

Re: **Docket No. FD 36068 (Sub-No. 2)**
The Indiana Rail Road Company -- Temporary
Trackage Rights Exemption -- CSX Transportation, Inc.

Dear Ms. Brown:

Pursuant to 49 C.F.R. § 1180.2(d)(8), The Indiana Rail Road Company ("INRD") hereby requests a one-year extension, to December 31, 2019, of the temporary trackage rights in the above-captioned docket.

By notice of exemption served and published in the *Federal Register* on December 22, 2017, 82 FR 60788, INRD was authorized to acquire limited temporary overhead trackage rights over a rail line of CSX Transportation, Inc. ("CSXT")¹ between INRD's connection with CSXT at approximately CSXT Milepost OZA 204.5 at Sullivan, Indiana and the connection with trackage serving the Oaktown Mine at approximately CSXT Milepost OZA 219.05 at Oaktown, Indiana, a distance of approximately 14.55 miles. INRD held existing trackage rights on the Sullivan-Oaktown line for the purpose of handling unit coal trains from mines at Oaktown and Carlisle, Indiana to specified destinations on INRD or other railroads with which INRD interchanges.² The temporary trackage rights in this docket permitted INRD to handle loaded and empty unit coal trains between the Oaktown Mine and the Kentucky Utilities

¹ INRD is indirectly controlled by CSXT, but operates as an independent Class II rail carrier. See *CSX Corporation and CSX Transportation, Inc. -- Control -- The Indiana Rail Road Company*, Docket No. FD 32892 (STB served Nov. 7, 1996).

² See *The Indiana Rail Road Company -- Amended Trackage Rights Exemption -- CSX Transportation, Inc.*, Docket No. FD 35137 (STB served May 22, 2008 and Dec. 4, 2009); *The Indiana Rail Road Company -- Trackage Rights Exemption -- CSX Transportation, Inc.*, Docket No. FD 35287 (STB served Sep. 2, 2009); *The Indiana Rail Road Company -- Trackage Rights Exemption -- CSX Transportation, Inc.*, Docket No. FD 35328 (STB served Dec. 31, 2009).

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Generating Station in Harrodsburg, Kentucky, and were scheduled to expire on December 31, 2018. CSXT has now agreed to extend the temporary trackage rights for an additional year, to December 31, 2019. *See Draft Second Amendment to Supplemental Agreement No. 6, attached hereto.*³ The reason for the extension is because further short-term traffic movements to the Kentucky Utilities Generating Station appear probable and feasible.

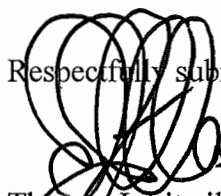
The Board's regulations state that temporary trackage rights under 49 C.F.R. § 1180.2(d)(8) may be renewed for a single, additional period of up to one year upon request to the Board, provided reason is given for the extension. *See New Orleans Public Belt Railroad -- Temporary Trackage Rights Exemption -- Illinois Central Railroad Company*, Docket No. FD 36067 (STB served Jan. 30, 2017). INRD seeks a one-year extension to accommodate the traffic movements likely to occur in that time.

INRD acknowledges that any further extension of these expanded rights, or conversion of the expanded rights from temporary to permanent, would require a separate notice of exemption filing pursuant to 49 C.F.R. § 1180.4(g). INRD further acknowledges that the employee protective conditions imposed in the December 22, 2017 notice will remain in effect.

Upon expiration of the temporary expanded trackage rights on the Sullivan-Oaktown line, INRD's underlying trackage rights as authorized in Docket Nos. FD 35137, 35287 and 35328 will remain in place.

Please feel free to contact me should any questions arise regarding this matter. Thank you for your assistance.

Respectfully submitted,



Thomas J. Litwiler
Attorney for The Indiana Rail Road Company

TJL:tl

Attachment

³ INRD will submit a finalized version of the Second Amendment within ten days of its execution.

SECOND AMENDMENT TO SUPPLEMENTAL AGREEMENT No. 6

THIS SECOND AMENDMENT TO SUPPLEMENTAL AGREEMENT No. 6 (“Amendment”), entered into as of this ____ day of December, 2018 between CSX TRANSPORTATION, INC., hereinafter referred to as “CSXT,” and THE INDIANA RAIL ROAD COMPANY, hereinafter referred to as “INRD.”

WITNESSETH:

WHEREAS, by Agreement dated May 15, 2009 and supplemented August 1, 2009, November 20, 2009 and August 1, 2015 (as supplemented, the “2008 Agreement”), INRD has trackage rights over CSXT’s CE&D Subdivision between the connection of CSXT with INRD at approximate CSXT milepost OZA 204.5 at Sullivan, IN and the connection of CSXT with trackage serving the Oaktown Mine at Oaktown, IN at approximate CSXT milepost OZA 219.5, a distance of approximately 14.55 miles (the “Subject Trackage”); and

WHEREAS, by Supplemental Agreement No. 6 to the 2008 Agreement, dated September 1, 2016, INRD acquired certain limited temporary trackage rights on the Subject Trackage for the sole purpose of handling unit coal trains to serve the Kentucky Utilities Generating Station in Harrodsburg, KY from the Oaktown Loadout Facility (the “Temporary Trackage Rights”); and

WHEREAS, pursuant to Section 1 of the first Amendment to Supplemental Agreement No. 6 dated November 2017, the Temporary Trackage Rights will terminate on December 31, 2018; and

WHEREAS, the Surface Transportation Board (“STB”) approved the Temporary Trackage Rights pursuant to exemption in Docket No. FD 36068, granted INRD’s petition to partially revoke exemption in Docket No. FD 36068 (Sub-No. 1) to permit the Temporary Trackage Rights to expire as of December 31, 2017, and subsequently authorized the extension of the Temporary Trackage Rights to December 31, 2018 pursuant to exemption under 49 C.F.R. § 1180.2(d)(8) in Docket No. FD 36068 (Sub-No. 2); and

WHEREAS, the parties now desire to extend the Temporary Trackage Rights through December 31, 2019.

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

Section 1. EXTENSION OF TEMPORARY TRACKAGE RIGHTS

The Temporary Trackage Rights granted pursuant to Supplemental Agreement No. 6 are extended until December 31, 2019. As so extended, the Temporary Trackage Rights shall continue to be governed by the terms and conditions of Supplemental Agreement No. 6, as amended by this Amendment.

Section 2. REGULATORY APPROVAL

INRD at its own cost and expense shall initiate and thereafter diligently pursue an appropriate request to the STB to secure further exemption under 49 C.F.R. § 1180.2(d)(8) for this Amendment (the “Trackage Rights Filing”) sufficient to permit the Temporary Trackage Rights

as extended to expire as of December 31, 2019 (the "Discontinuance"). The Trackage Rights Filing and the Discontinuance shall be governed by the provisions of Section 6 of Supplemental Agreement No. 6, except that any references therein to December 31, 2017 shall be considered a reference to December 31, 2019.

Section 3. PRIOR AGREEMENTS

Supplemental Agreement No. 6, except as amended by this Amendment, and the 2008 Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Second Amendment to Supplemental Agreement No. 6, in duplicate, as of the day and year first above written.

WITNESS

CSX TRANSPORTATION, INC.

By: _____

Name:

Name:

Title:

Title:

WITNESS

THE INDIANA RAIL ROAD COMPANY

By: _____

Name:

Name:

Title:

Title: