

FLETCHER & SIPPEL LLC

ATTORNEYS AT LAW

29 North Wacker Drive
Suite 920
Chicago, Illinois 60606-2832

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

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

January 12, 2017

242423

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

ENTERED
Office of Proceedings
January 12, 2017
Part of
Public Record

Re: **Docket No. FD 36067**
New Orleans Public Belt Railroad -- Temporary Trackage
Rights Exemption -- Illinois Central Railroad Company

Dear Ms. Brown:

Pursuant to 49 C.F.R. § 1180.2(d)(8), New Orleans Public Belt Railroad ("NOPB") hereby requests a one-year extension, to January 31, 2018, of the temporary trackage rights in the above-captioned docket.

By notice of exemption served and published in the *Federal Register* on October 14, 2016, 81 FR 71161, NOPB was authorized to acquire temporary overhead trackage rights over a rail line of Illinois Central Railroad Company ("IC") between milepost 906.4 at East Bridge Junction and milepost 900.8/444.2 at Orleans Junction and between the latter point and milepost 443.5 at Frellsen Junction, a distance of approximately 6.3 miles in the New Orleans, Louisiana area. The temporary trackage rights permit NOPB to interchange traffic with The Kansas City Southern Railway Company ("KCS") on KCS trackage in New Orleans on a trial basis, and were scheduled to expire on January 31, 2017. Initial operations have been successful, and NOPB and IC have agreed to extend the rights for an additional year, to January 31, 2018, to confirm the longer-term feasibility of operations. See First Amendment to Temporary Trackage Rights Agreement, dated December 28, 2016, attached hereto.

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. NOPB acknowledges that any further extension of these rights, or a conversion of the rights from temporary to permanent, would require a separate notice of exemption filing pursuant to 49 C.F.R. § 1180.4(g).

FLETCHER & SIPPEL LLC

Ms. Cynthia T. Brown
January 12, 2017
Page 2

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 New Orleans Public Belt Railroad

TJL:tl

Attachment

**FIRST AMENDMENT TO THE
TEMPORARY TRACKAGE RIGHTS AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to the Temporary Trackage Rights Agreement is made by and between **ILLINOIS CENTRAL RAILROAD COMPANY** (hereinafter referred to as "CN" or "OWNER") and **NEW ORLEANS PUBLIC BELT RAILROAD**, (hereinafter referred to as "NOPB" or "USER"). NOPB and CN are hereafter sometimes individually referred to as a "Party" and jointly as the "Parties."

RECITALS

- A. The Parties entered into a Temporary Trackage Rights Agreement dated September 16, 2016 ("Agreement") which provided for NOPB, among other things, to operate on CN's trackage between East Bridge Jct. and Frellsen Jct. in New Orleans, LA
- B. The Parties hereto now desire to amend the term of the Agreement as provided for in Section 3.8 of the Agreement subject to the terms and conditions contained herein.

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, NOPB and CN covenant and agree to amend and modify the Agreement as follows:

- 1. Section 3.8 of the Agreement is hereby deleted in its entirety and replaced with the following:

"3.8 The temporary trackage rights granted herein to NOPB and this Agreement shall terminate on January 31, 2018."
- 2. To the extent that a provision or provisions of the Agreement are in conflict with a provision or provisions of this Amendment, the provision or provisions of this Amendment shall take precedence and control. Capitalized terms, not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement. Except as modified by this Amendment, the remaining terms, covenants, provisions, and conditions of the Agreement shall remain in full force and effect.

*****Signature Page to follow*****

IN WITNESS WHEREOF, the Parties have entered into this Amendment on this 28th day of December, 2016.

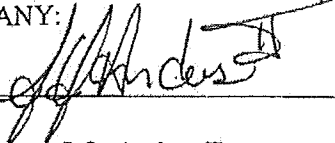
NEW ORLEANS PUBLIC BELT
RAILROAD:

By: 

Name: Douglas Campbell

It s: Executive Vice President
& COO

ILLINOIS CENTRAL RAILROAD
COMPANY:

By: 

J.Q. Anders II

Manager Contracts