



Michael J. Barron, Jr.
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Legal Department

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February 27, 2002

Via Overnight Delivery

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001

**ENTERED
Office of the Secretary**

MAR 01 2002

**Part of
Public Record**

Re: Finance Docket No. 34175
Canadian National Railway Company and Wisconsin Central Ltd. – Trackage
Rights Exemption – Wisconsin & Southern Railroad Company

Dear Secretary Williams:

Enclosed for filing in the above-captioned proceeding are an original and ten copies of the **Verified Notice of Exemption Pursuant to 49 C.F.R. § 1180.2(d)(7)** of Canadian National Railway Company and Wisconsin Central Ltd. dated February 27, 2002. A disk containing the Caption Summary is enclosed. A check in the amount of \$1,700.00 representing the appropriate fee for this filing as well as a filing for Finance Docket No. 34174, was included with the filing for FD 34174.

I have included an extra copy of this transmittal letter and would request that you date-stamp this to show receipt of this filing and return it to me in the envelope provided.

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

Respectfully submitted,

Michael J. Barron, Jr.
Counsel for Canadian National Railway Company
and Wisconsin Central Ltd.

Encls.

cc: Mr. William E. Gardner, President, Wisconsin & Southern Railroad Company

FILED

FEB 28 2002

**SURFACE
TRANSPORTATION BOARD**

FEE RECEIVED

FEB 28 2002

**SURFACE
TRANSPORTATION BOARD**

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 34175

CANADIAN NATIONAL RAILWAY COMPANY
AND
WISCONSIN CENTRAL LTD.
— TRACKAGE RIGHTS EXEMPTION —
WISCONSIN & SOUTHERN RAILROAD COMPANY

VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 49 C.F.R. § 1180.2(d)(7)



FILED

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**SURFACE
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Michael J. Barron, Jr.
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Canadian National/Illinois Central Railroad
455 North Cityfront Plaza Drive
Chicago, IL 60611
(312) 755-7954

ATTORNEY FOR
CANADIAN NATIONAL RAILWAY COMPANY
AND WISCONSIN CENTRAL LTD.

Dated: February 27, 2002

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BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 34175

CANADIAN NATIONAL RAILWAY COMPANY
AND
WISCONSIN CENTRAL LTD.
— TRACKAGE RIGHTS EXEMPTION —
WISCONSIN & SOUTHERN RAILROAD COMPANY

VERIFIED NOTICE OF EXEMPTION
PURSUANT TO 49 C.F.R. § 1180.2(d)(7)

Pursuant to an agreement (attached herein) between Wisconsin & Southern Railroad Company ("WSOR") and Canadian National Railway Company ("CN") for itself and on behalf of Wisconsin Central Transportation Corporation, and its wholly-owned U.S. railroad subsidiary, Wisconsin Central Ltd. ("WCL"), CN and WCL file this Verified Notice of Exemption under 49 C.F.R. § 1180.2(d) (7) for the acquisition of trackage rights over a line of railroad of WSOR between Slinger and North Milwaukee, Wisconsin, including the right to access the line of the Fox Valley & Western Ltd. ("FVW") at DBR Junction and the right to access WCL's Plymouth Sub. These rights amend and expand rights already in place between Rugby Junction and North Milwaukee (see Wisconsin Central Ltd. – Trackage Rights Exemption – Wisconsin & Southern Railroad Company, STB Finance Docket No.33600, served June 2, 1998).

Pursuant to 49 C.F.R. § 1180.4(g), CN and WCL submit the following information:

SECTION 1180.6(a)(1)(i)
DESCRIPTION OF THE PROPOSED TRANSACTION

Pursuant to the Amendment (attached herein) to the original Agreement between WCL and WSOR, the applicants propose to acquire non-exclusive overhead trackage rights over WSOR's main line of railroad between WSOR's milepost 115.9 at Slinger, Wisconsin and milepost 93.2 at North Milwaukee, Wisconsin, including trackage connecting with FVW's main line at DBR Junction, and trackage connecting with WCL's Plymouth Sub at North Milwaukee ("Joint Trackage"), a distance of approximately 22.7 miles.

The full names and address of the applicant carriers are:

Canadian National Railway Company
Wisconsin Central Ltd.
One O'Hare Centre, Suite 9000
6250 North River Road
Rosemont, IL 60018

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

Michael J. Barron, Jr.
Counsel for Canadian National Railway Company
and Wisconsin Central Ltd.
Canadian National/Illinois Central Railroad
455 North Cityfront Plaza Drive
Chicago, IL 60611-5317
(312) 755-7954

SECTION 1180.6(a)(1)(ii)
PROPOSED TIME SCHEDULE FOR CONSUMMATION

The applicants intend on consummating this transaction no sooner than March 7, 2002.

SECTION 1180.6(a)(1)(iii)
PURPOSE SOUGHT TO BE ACCOMPLISHED

Subject to the terms and conditions herein contained, WSOR grants to the applicants the right to use the Joint Trackage for the operation of its freight trains,

locomotives, cabooses and rail cars (including business cars) and roadway equipment in its account over the subject line in common with the granting party and such other railroad company or companies as may be at any time admitted to the joint use of all or any part of the subject line for, among other things, the purpose of interchanging cars between the applicants and the Canadian Pacific and Union Pacific and between the applicants and FVW, as well as connecting various WCL and FVW lines and trackage rights.

STATES IN WHICH APPLICANT'S PROPERTY IS LOCATED

WCL owns rail property located in the States of Michigan, Wisconsin, Illinois and Minnesota. CN or its other affiliates own property in the States of Maine, Vermont, New York, Ohio, Michigan, Indiana, Illinois, Iowa, Nebraska, Minnesota, Kentucky, Tennessee, Mississippi, Alabama and Louisiana.

SECTION 1180.6(a)(6) MAP - EXHIBIT 1

A map of the rail line over which the applicants propose to acquire trackage rights is attached hereto as Exhibit 1.

SECTION 1180.6(a)(7)(ii) AGREEMENT - EXHIBIT 2

A copy of the executed Amendment to Agreement entered into by CN (on behalf of itself and WCL) and WSOR is attached hereto as Exhibit 2.

SECTION 1180.4(g)(1)(i) LABOR PROTECTIVE CONDITIONS

As a condition of this exemption, the applicants agree to imposition of the employee protective conditions established in Norfolk and Western Ry. Co. – Trackage Rights – Burlington Northern, Inc., 354 I.C.C. 605 (1978), as modified in Mendocino Coast Ry. Inc. – Lease and Operate, 360 I.C.C. 653 (1980).

SECTION 1180.4(g)(2)(i)
CAPTION SUMMARY

A caption summary of this transaction suitable for publication in the Federal Register is attached hereto.

SECTION 1180.4(g)(3)
ENVIRONMENTAL AND HISTORIC PRESERVATION MATTERS

Under 49 C.F.R. § 1105.6(c)(4), the proposed acquisition of trackage rights is exempt from environmental reporting requirements. Under 49 C.F.R. § 1105.8(b)(3), the proposed acquisition of trackage rights also is exempt from historic preservation reporting requirements. The proposed trackage rights will not substantially change the level of maintenance of any railroad property.

Respectfully submitted,

By  _____

Michael J. Barron, Jr.
Counsel
Canadian National/Illinois Central Railroad
Company
455 North Cityfront Plaza Drive
Chicago, IL 60611-5317
(312) 755-7954

ATTORNEY FOR
CANADIAN NATIONAL RAILWAY COMPANY
AND WISCONSIN CENTRAL LTD.

Dated: February 27, 2002

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 34175

CANADIAN NATIONAL RAILWAY COMPANY
AND
WISCONSIN CENTRAL LTD.
— TRACKAGE RIGHTS EXEMPTION —
WISCONSIN & SOUTHERN RAILROAD COMPANY

Pursuant to an agreement between Wisconsin & Southern Railroad Company ("WSOR") and Canadian National Railway Company ("CN"), for itself and on behalf of Wisconsin Central Transportation Corporation, and its wholly-owned U.S. railroad subsidiary, Wisconsin Central Ltd. ("WCL"), WSOR has agreed to grant to the applicants overhead trackage rights over WSOR's line of railroad between milepost 115.9 at Slinger, Wisconsin and milepost 93.2 at North Milwaukee, Wisconsin, including trackage connecting with Fox Valley & Western Ltd.'s main line at DBR Junction, and with WCL's Plymouth Sub at North Milwaukee, a distance of approximately 22.7 miles. The trackage rights are anticipated to become effective March 7, 2002.

This Notice is filed under 49 C.F.R. § 1180.2(d)(7). 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 stay the transaction.

Dated: _____

By the Board.

Vernon A. Williams
Secretary

VERIFICATION

State of Illinois)
) SS:
County of Cook)

Paul E. Ladue, being duly sworn, deposes and says that he is Director Contracts of Wisconsin Central Ltd., that he has read the foregoing Notice of Exemption and knows the facts asserted therein, and that the same are true as stated.

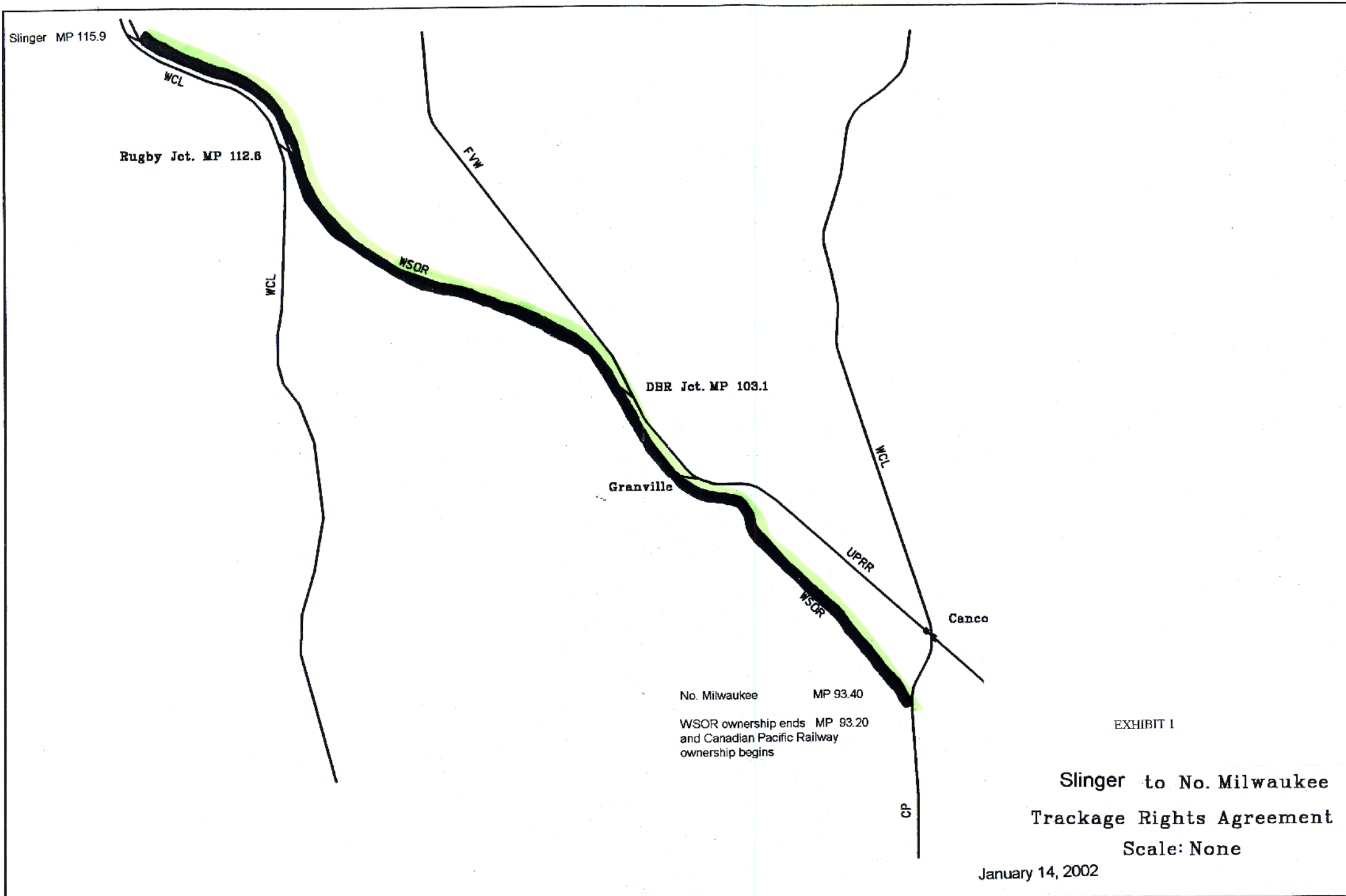
Paul E. Ladue

Subscribed and Sworn to
Before me this 14th day of
February, 2002.

Genise Martinez
Notary Public



My Commission Expires: 8-9-05



AMENDMENT AGREEMENT

EXHIBIT 2

This Amendment Agreement, made this 14th day of January, 2002, by and between Wisconsin & Southern Railroad Company ("WSOR"), and Canadian National Railway Company ("CN"), for itself and on behalf of Wisconsin Central Transportation Corporation and its wholly-owned U.S. railroad subsidiary, Wisconsin Central Ltd. ("WCL"), an Illinois corporation,

WITNESSETH:

WHEREAS, CN has sought by application dated April 9, 2001 and has received approval of the Surface Transportation Board ("STB") on September 7, 2001, with respect to CN's acquisition of control of Wisconsin Central Transportation Corporation and its wholly-owned U.S. railroad subsidiaries (together, "WC"); and

WHEREAS, CN did consummate and acquire control of the WC on October 9, 2001 ("Consummation Date"); and

WHEREAS, WSOR on the one hand, and CN, on the other hand, have entered into a Settlement Agreement dated as of April 11, 2001 (the "Settlement Agreement"); and

WHEREAS, Section 1 of the Settlement Agreement provides that the parties will draft and execute an amendment to the Trackage Rights Agreement between WCL and WSOR dated November 20, 1992 (as amended June 30, 1997), pertaining to WCL trackage between Slinger, Wisconsin, and Waukesha, Wisconsin (the "November 20, 1992 WCL Agreement"); and

WHEREAS, Section 2 of the Settlement Agreement provides that the parties will draft and execute an amendment to the Trackage Rights Agreement between WSOR and WCL dated May 9, 1998, pertaining to WSOR trackage between Rugby Junction, Wisconsin, and North Milwaukee, Wisconsin (the "May 9, 1998 WSOR Agreement"); and

WHEREAS, the parties intend that the cooperative and mutually beneficial relationship and operating procedures and practices established by WSOR and WCL in their administration and use of the foregoing trackage rights agreements continue except as modified herein;

NOW, THEREFORE, the parties agree as follows:

I. Amendment to the November 20, 1992 WCL Agreement

Effective as of the Consummation Date, the November 20, 1992 WCL Agreement, shall be amended as follows:

A.

REDACTED.
DEALS STRICTLY WITH COMPENSATION

B.

II. Amendment to the May 9, 1998 WSOR Agreement

Effective as of the Consummation Date, the May 9, 1998 WSOR Agreement, shall be amended as follows:

A. Section I, 1. (1) shall be amended to read as follows:

“that portion of WSOR’s main line railroad between MP 115.9 at Slinger, Wisconsin and MP 93.20 (at the point where WSOR ownership ends and Canadian Pacific Railway ownership begins) at North Milwaukee, Wisconsin, including the wye track to allow WCL, among other things, to connect and operate between the Horicon Line and WCL’s Plymouth Sub, and including trackage connecting with FVW’s main line at DBR Junction MP 103.1, a distance of 22.7 miles, as shown in red color on the print dated January 14, 2002, marked revised Exhibit “A”, attached and made a part hereof,”

B. Section IV, 4.4 remains in force and shall be read to include the Joint Trackage as defined in this Amendment Agreement.

C.

REDACTED.
DEALS STRICTLY WITH COMPENSATION

D

III. General Terms

A. **Amendment.** This Amendment Agreement may not be modified except by written agreement duly executed by the parties.

B. **Governing Law.** This Amendment Agreement shall be construed in accordance with and governed by the laws of the United States to the extent of any jurisdiction of the STB with respect to the subject matter hereof and otherwise by the laws of the State of Wisconsin.

C. **Counterparts.** This Amendment Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

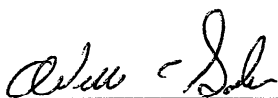
D. **Term.** Assuming no breach or default has occurred, the November 20, 1992 WCL Agreement and the May 9, 1998 WSOR Agreement will remain in effect for the term specified in Section 10.1 of the November 20, 1992 WCL Agreement, as amended June 30, 1997.

E. **Full Force and Effect.** Except as modified herein, the rights granted by the November 20, 1992 WCL Agreement, as amended, and the May 9, 1998 WSOR Agreement

shall remain in full force and effect and said trackage rights agreements, as amended herein, shall inure to the benefit of WSOR, CN, WCL, and their affiliates, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first above written.

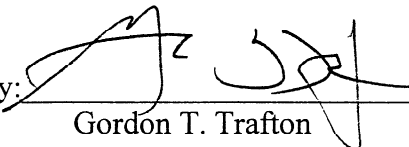
WISCONSIN & SOUTHERN
RAILROAD COMPANY

By: 

William E. Gardner
Printed Name

Its: President & CEO

CANADIAN NATIONAL RAILWAY
COMPANY, for itself and on behalf of
Wisconsin Central Transportation
Corporation and its wholly-owned U.S.
railroad subsidiary, Wisconsin Central Ltd.

By: 
Gordon T. Trafton

Vice President – Wisconsin Central Division

