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BEFORE THE
SURFACE TRANSPORTATION BOARD

ENTERED
Office of Proceedings
January 28, 2016
Part of
Public Record

DOCKET NO. FD 35992

WISCONSIN CENTRAL LTD.
-- TRACKAGE RIGHTS EXEMPTION --
LINES OF UNION PACIFIC RAILROAD COMPANY AND
ILLINOIS CENTRAL RAILROAD COMPANY

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

FILED
January 28, 2016
SURFACE
TRANSPORTATION BOARD

FEE RECEIVED
January 28, 2016
SURFACE
TRANSPORTATION BOARD

Thomas J. Litwiler
Robert A Wimbish
Fletcher & Sippel LLC
29 North Wacker Drive
Suite 920
Chicago, Illinois 60606-2832
(312) 252-1500

**ATTORNEYS FOR
WISCONSIN CENTRAL LTD.**

Dated: January 25, 2016

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 35992

WISCONSIN CENTRAL LTD.
-- TRACKAGE RIGHTS EXEMPTION --
LINES OF UNION PACIFIC RAILROAD COMPANY AND
ILLINOIS CENTRAL RAILROAD COMPANY

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

Wisconsin Central Ltd. (“WCL”), a common carrier by rail, hereby files this verified notice of exemption under 49 C.F.R. § 1180.2(d)(7) to acquire pursuant to an agreement with WCL affiliate Illinois Central Railroad Company (“IC”) overhead trackage rights over connecting lines of railroad (the “Trackage Rights Line”) located in Will County, Illinois, owned by Union Pacific Railroad Company (“UP”) and IC extending approximately 4.43 miles from milepost AO 36.7 at Joliet, IL, to milepost AH 41.13 at South Joliet, IL.¹

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

Description of the Proposed Transaction: 49 C.F.R. § 1180.6(a)(1)(i)

IC and WCL are indirect subsidiaries of Canadian National Railway Company (“CNR”). See Canadian Nat’l Ry. Co. – Control – Wisconsin Central Transp. Corp., 5 S.T.B.

¹ Numeric mileposting on the Trackage Rights Line is continuous (measured from Chicago Union Station), but the alpha prefix designation changes (from “AO” to “AH”) at milepost 38.5. Distances between terminal mileposts on the Trackage Rights Line can be measured without regard to the alpha prefixes.

890 (2001); see also Wisconsin Central Ltd. – Intra-Corporate Family Merger Exemption – Elgin, Joliet and Eastern Railway Company, Docket No. FD 35630 (STB served June 8, 2012).²

In 1987, IC, under its previous corporate name (Illinois Central Gulf Railroad Company), sold the portion of the Trackage Rights Line extending from AO 36.7 at Joliet, IL, to milepost AO/AH 38.5 at South Joliet, IL (“UP Segment 1”) and from milepost AO/AH 38.5 to milepost AH 39.43 (“UP Segment 2”) at South Joliet to a predecessor of UP, Chicago, Missouri & Western Railway Company (“CMW”).³ As part of the transaction, IC retained a non-exclusive easement and corresponding operating rights entitling IC to – (1) operate over the UP Segments 1 and 2; and (2) grant other parties rights to operate on the reserved easement. IC continues to hold its easement interest in UP Segments 1 and 2 pursuant to an Indenture deed recorded in Will County, Illinois.⁴

To effectuate IC’s retained easement rights, UP’s predecessor and IC entered into a “Reservation of Trackage Rights Agreement” dated April 28, 1987, governing IC’s operations

² CN’s U.S. rail subsidiaries, including IC and WCL, are held directly or indirectly by Grand Trunk Corporation (“GTC”), a wholly-owned direct subsidiary of CNR, and they, along with other CNR-held railroads, report to the Board on a consolidated basis under the GTC name.

³ See Chicago, Missouri & Western Railway Company – Exemption Acquisition and Operation – Illinois Central Gulf Railroad Company, Finance Docket No. 30911 (“CMW-ICG”) (ICC served Oct. 23, 1986 and supplemental notice served May 8, 1987); and Illinois Central Railroad Company – Discontinuance of Service Exemption – In Will, Sangamon, Macoupin, Jersey and Madison Counties, IL, Docket No. AB-43 (Sub-No. 152X) (ICC decided Mar. 11, 1991) (discontinuing IC’s authority to conduct local, but not overhead, operations over the portion of the Trackage Rights Line between mileposts AO 36.7 and AH 38.5). In 1989, the trustee for the then-bankrupt CMW conveyed its interest in the UP Segments to SPCSL Corp. (“SPCSL”), a subsidiary of Rio Grande Industries, Inc. See Rio Grande Industries, Inc., et al. – Purchase and Trackage Rights – Chicago, Missouri & Western Railway Company Line Between St. Louis, MO and Chicago, IL, 5 I.C.C.2d 952 (1989). UP subsequently acquired control of SPCSL as part of a major railroad consolidation transaction (Union Pacific/Southern Pacific Merger, 1 S.T.B. 233 (1996)), and, according to STB records, SPCSL was merged into UP on June 30, 1997.

⁴ See Indenture deed between Illinois Central Gulf Railroad Company and Chicago, Missouri & Western Railway Company, selected pages of which are attached hereto as Exhibit A.

on UP Segment 1.⁵ IC subsequently entered into a trackage rights agreement dated May 5, 2005, applicable to IC's operations over UP Segment 2.⁶ IC owns the roughly 1.7-mile rail line segment from milepost AH 39.43 (immediate south of and connecting with UP Segment 2) to milepost AH 41.13 ("IC Segment"). Collectively, UP Segments 1 and 2 and the IC Segment comprise the interconnected Trackage Rights Line from milepost AO 36.7 to AH 41.13.

The retained easement and trackage rights agreements governing IC operations over UP Segments 1 and 2 permit IC to admit others to operate over the two line segments under certain circumstances. Under the proposed transaction, IC will admit WCL to UP Segments 1 and 2 (subject to WCL's adherence to the terms of the underlying IC-UP trackage rights agreements) and will grant trackage rights to WCL over the IC Segment, both pursuant to an amendment to an existing July 13, 2009 trackage rights agreement between IC and WCL.⁷ A copy of the subject amendment is attached hereto as Exhibit B.

WCL will gain the ability to, among other things, enter/exit the Trackage Rights Line at an intermediate connecting point(s), and serve directly a rail-served logistics facility at

⁵ No separate regulatory authority was needed for IC's 1987 retention of easement and/or trackage rights on the UP Segments. See CMW-ICG, et al., slip op. at 3 (ICC served Dec. 5, 1986). In a letter dated November 24, 2015, UP notified IC that it intended to terminate the April 28, 1987 trackage rights agreement regarding UP Segment 1 effective November 24, 2016, but offered in the same letter to negotiate a replacement trackage rights agreement with IC. Any such termination would not affect IC's retained easement on UP Segment 1.

⁶ See Illinois Central Railroad Company – Trackage Rights Exemption – Union Pacific Railroad Company, Docket No. FD 34703 (STB served June 8, 2005). The applicable trackage rights agreement is a matter of record in that proceeding. The 2005 trackage rights agreement states that it was entered into to resolve certain disputes concerning IC's rights under the IC-CMW agreements and conveyance records dating to 1987 under which IC had retained rights to operate over UP Segment 2. The 2005 agreement was subsequently amended on March 28, 2014.

⁷ See Wisconsin Central Ltd. – Trackage Rights Exemption – Illinois Central Railroad Company, Docket No. FD 35279 (STB served Aug. 17, 2009).

Joliet, Illinois, via a switch connection located on UP Segment 2. The Trackage Rights Line over which WCL seeks to operate is, in the aggregate, approximately 4.43 route miles in length.

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

Wisconsin Central Ltd.
17641 South Ashland Avenue
Homewood, Illinois 60430
(708) 332-4381

Any questions concerning this Notice should be sent to WCL’s representatives at the following address:

Robert A. Wimbish
Fletcher & Sippel LLC
29 North Wacker Drive
Suite 920
Chicago, Illinois 60606-2832
(312) 252-1500

Proposed Time Schedule for Consummation: 49 C.F.R. § 1180.6(a)(1)(ii)

WCL intends to consummate the exemption authority proposed in this notice on or after=. UP has objected without explanation to IC’s plans to admit WCL on the UP-owned line segments and for WCL to enter and exit the Trackage Rights Line at an intermediate point where an existing WCL line connects with the Trackage Rights Line. WCL believes (as does IC) that UP may not under the terms of the applicable IC-UP trackage rights agreements simply bar WCL’s admission and proposed operations over the Trackage Rights Line, provided that WCL’s operations adhere to the terms of those agreements. WCL may not be able to exercise the trackage rights authority obtained hereby prior to resolution, voluntary or otherwise, of UP’s objections. UP’s position does not, however, preclude WCL from obtaining permissive

regulatory authority for its proposed trackage rights based upon existing written agreements and the new written agreement between WCL and IC.⁸

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

The proposed trackage rights are intended to facilitate the efficient provision of service to and from a logistics facility at Joliet. By allowing more direct service and enhancing crew utilization, the proposed transaction will improve rail operations within the Chicago terminal area to the benefit of rail shippers, WCL, IC and UP.

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

WCL owns or operates on rail property in the states of Illinois, Indiana, Michigan, Minnesota and Wisconsin.

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

A map of Trackage Rights Line over which WCL proposes to operate is attached hereto as Exhibit C.

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

An executed copy of the Amendment to the 2009 Agreement between IC and WCL, which would admit WCL as a trackage rights operator over the Trackage Rights Line, is

⁸ The exemption authority WCL has invoked is permissive, not mandatory; any asserted question concerning IC's rights to admit WCL would be resolved in another forum. Such a dispute is not a basis to reject or revoke the subject exemption. See, e.g., BNSF Railway Company – Trackage Rights Exemption – Union Pacific Railroad Company, Docket No. FD 35601 STB served September 11, 2013, slip op. at 5-6 (in declining to revoke a trackage rights exemption on grounds that the trackage rights arrangement would violate the contract rights of a third party carrier, the Board stated that it “has made clear repeatedly . . . [that] the authorization [of trackage rights] through an exemption is permissive, and the Board does not typically resolve disputes over the meaning of the underlying contracts. To the extent [that an interested party] has concerns arising under contract law, it may seek to obtain relief in another forum”) (footnotes and citations omitted).

attached hereto as Exhibit B. A redacted version of the underlying IC-UP trackage rights agreement from 1987 (as amended) is attached hereto as Exhibit D. An unredacted version of that agreement is being supplied under seal pursuant to a simultaneously-filed motion for protective order.

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

As a condition to this exemption, WCL understands that 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) are applicable to this transaction.

Caption Summary: 49 C.F.R. § 1180.4(g)(2)(i)

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

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 trackage rights is exempt from environmental reporting requirements. Under 49 C.F.R. § 1105.8(b)(3), the proposed trackage rights acquisition also is exempt from historic preservation reporting requirements.

Respectfully submitted,

By: R. A. Wimbish

Thomas J. Litwiler
Robert A. Wimbish
Fletcher & Sippel LLC
29 North Wacker Drive
Suite 920
Chicago, Illinois 60606-2832
(312) 252-1500

**ATTORNEYS FOR
WISCONSIN CENTRAL LTD.**

Dated: January 25, 2016

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

DOCKET NO. FD 35992

**WISCONSIN CENTRAL LTD.
-- TRACKAGE RIGHTS EXEMPTION --
LINES OF UNION PACIFIC RAILROAD COMPANY AND
ILLINOIS CENTRAL RAILROAD COMPANY**

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

EXHIBIT A

INDENTURE/DEED

R 87-21203

FILED-RECORDERS OFFICE
WILL COUNTY, ILL.

1987 APR 27 AM 10:22

RECORDER
MICHAEL J. ...

[Handwritten initials]

THIS INDENTURE Witnesseth that the Grantor, the ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware Corporation, 233 North Michigan Avenue, Chicago, Illinois 60601, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other valuable consideration, hereby Conveys and Quitclaims to the Grantee,

CHICAGO, MISSOURI & WESTERN RAILWAY COMPANY, an Illinois Corporation
307 North Michigan Avenue, Chicago, Illinois 60601

all its right, title and interest in and to the following described lands and property situated in the County of Will and State of Illinois to wit:

All of the remaining right-of-way and property of the Illinois Central Gulf Railroad Company's "Chicago, Illinois to Godfrey, Illinois" Line that extends in a general southwesterly direction on, over and across portions of WILL COUNTY, Illinois, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other improvements and fixtures situated thereon, and is described as follows: Begin at the point where the center of the main track of said line of railroad intersects a line that lies parallel with and 75' normally distant northerly from the North line of Jackson Street, Joliet, Illinois, in the S/2 NW/4 Section 10, T 35 N, R 10 E, Third Principal Meridian at Railroad Mile Post AO-36.76, and southwesterly along said line of railroad a distance of 23.08 miles across said Section 10 and Sections 15, 22, 21, 28 and 33, said T 35 N, R 10 E; Sections 4, 9, 8, 17, 20, 29, 30 and 31, T 34 N, R 10 E; Section 6, T 33 N, R 10 E; Sections 1, 12, 13, 24, 25, 26, 35 and 34, T 33 N, R 9E; and Sections 3, 4, 9, 8, 17, 18 and 19, T 32 N, R 9 E; to the common "Will County-Grundy County" county line at Mile Post AO-59.84; including, railroad property at Joliet, Elwood, Wilmington, Braidwood and Godley, Illinois; also including, First, all interest in right-of-way and spur trackage extending westerly from said line of railroad in the vicinity of Mile Post AO-46.5 and Mile Post AO-50.1 (Kankakee Ordinance Works); Second, all interest in right-of-way and spur trackage extending easterly from said line of railroad in the vicinity of Mile Post AO-46.6 (Elwood Ordinance Plant); Third, right-of-way and trackage extending easterly from Mile Post AO-51.9 across Section 25, T 33 N, R 9 E (Personal Products Lead); and, Fourth, all interest in right-of-way and spur trackage extending easterly from said line of railroad in the vicinity of Mile Post AO-58.8 (Commonwealth Edison Lead); Excepting therefrom, spur track right-of-way situated in N/2 NW/4 Section 34, T 33 N, R 9 E.

ALSO,

All of the remaining right-of-way and property of the Illinois Central Gulf Railroad Company's original "Plaines, Illinois to Mazonia, Illinois" line that extends in a general southwesterly direction on, over and across portions of WILL COUNTY, ILLINOIS, said right-of-way varying in width and irregular in shape includes any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other railroad owned improvements and fixtures situated thereon, and is described as follows: Begin at the point where the center of the main track of said line of Railroad branches from the Railroad Company's "Chicago, Illinois to Godfrey, Illinois" line at a point in the NW/4 Section 22, T 35 N, R 10 E, at Railroad Mile Post AH-38.34 ("Chicago to Godfrey" Mile Post AO-38.34), and run southwesterly along said line of Railroad a distance of 1.09 miles across said Section 22 and Section 21, said T 35 N, R 10 E; to the West line of the East 400' of the NW/4 SW/4 said Section 21 at Mile Post AH-39.43; INCLUDING, all yard property situated adjacent thereto at Joliet, Illinois.

R 87-21203

148 23

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX

APR 27 '87

DEPT. OF REVENUE

697.50

RB.10688

R87-21203.

All of the above referenced property conveyed being a continuous line of railroad generally indicated by "RR R/W" or hatch marks on the maps "Sheets A-1 through A-4 and Sheets 1 through 14" inclusive attached hereto.

Grantor shall reserve for itself, its successors and assigns, all coal, oil, gas and ores and any other minerals whether similar or dissimilar or now known to exist or hereinafter discovered of every kind in, on or under the above described property, together with the right at any time to explore, drill for, mine, remove and market all such products.

Grantor reserves for itself, its successors and assigns the sole and exclusive right to grant easements, licenses or leases for the installation, operation, use and maintenance of fiber optic cables, support structures and appurtenances thereto, including but not limited to repeater stations, (not to include more than 400 square feet at each site) on, under, over and across the said described property, together with all reasonable right of access to such installations, provided that at Grantee's sole discretion and determination, any such easement, license, or lease will not unreasonably interfere with Grantee's operation of rail service on said described property. Grantor, its successors and assigns, shall retain sole and exclusive control over both the ability to grant such rights and any such rights granted. Grantee covenants and agrees not to do or cause to be done anything that will unreasonably restrict or interfere with the rights reserved by Grantor or any such interest granted by Grantor on said described property. Grantor covenants and agrees not to do anything that will unreasonably restrict or interfere with Grantee's operation of rail service on said described property. These covenants shall be binding upon Grantee and Grantor, their successors and assigns and shall run with the land conveyed.

Grantor's reservations hereinabove recited shall be for a term of fifteen (15) years from the date hereof during which it, its successors and assigns shall have the sole and exclusive right to grant easements, licenses, leases, or the like, without limitation as to duration, as provided therein, except that Grantor shall not be entitled to make any grants involving non-cash consideration without the prior written consent of Grantee. Grantor and Grantee agree that each of them is entitled to 50% of the net proceeds (gross proceeds less reasonable out-of-pocket expenses), including the fair market value of all non-cash consideration that Grantor, its successors and assigns, receives as a result of any such grant and that said right to payment extends for the full duration thereof, notwithstanding anything else stated herein.

Grantor reserves for itself, its successors and assigns its microwave tower, radio building and appurtenances thereto and an easement for said microwave tower, radio building and appurtenances thereto now located on the property at Grantor's former South Joliet Yard, together with all reasonable right of access for so long as required for Grantor's purposes.

Grantor reserves for itself, its successors and assigns, licensees, lessees and grantees a non-exclusive easement, in common with Grantee and others to whom such rights may be granted by Grantee or by Grantor in the manner provided herein, for railroad operations over and across that portion of the mainline tracks subject of this conveyance from Mile Post (AO) 36.76 to Mile Post (AO) 39.0 and Mile Post (AH) 39.43 at Joliet, Illinois and Track No. 3 in Grantor's former South Joliet Yard, and an exclusive easement for the tracks identified as Nos. 28, 29, 31, 32, 33, Rip #1 and #2, Nos. 4, 5, 6, 7, 8, 9, 10, 11, 11A, 12 and 12A in Grantor's former South Joliet Yard. The reservation herein shall include the right by Grantor to permit the following parties Grantor has granted or will grant rights to operate over and use such tracks reserved herein: The Commuter Rail Division of the Regional Transportation Authority, the Northeast Illinois Regional Commuter Railroad Corporation and the Chicago Central and Pacific Railway Company and their successors in interest. Grantor shall be permitted to grant other parties rights to operate on such reserved easement only after receiving the prior written consent of Grantee, which will not be unreasonably withheld. This easement shall include but shall not be limited to Grantor's right to receive revenues from such grants it has or will make pursuant to this reservation and this easement shall continue for as long as the use set forth above continues, but not less than 25 years from the date hereof. Notwithstanding anything herein to the contrary, said easement shall terminate automatically upon abandonment of use of tracks by Grantor and all other parties operating pursuant to rights granted by Grantor.

Grantee covenants for itself, its successors and assigns, that it will not unreasonably impair, interfere with or allow interference with the rights reserved by Grantor, its successors, assigns, licensees, lessees and grantees, or shall Grantee make any claim for any revenues derived by Grantor nor shall Grantor impose any additional fee or charge upon Grantee, its successors, assigns, licensees, lessees or grantees in connection with any rights over and across the easement reserved herein, except as provided in a trackage rights agreement between Grantor and Grantee. This covenant shall be binding upon Grantor and Grantee, their successors and assigns and shall run with the land conveyed herein.

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

DOCKET NO. FD 35992

**WISCONSIN CENTRAL LTD.
-- TRACKAGE RIGHTS EXEMPTION --
LINES OF UNION PACIFIC RAILROAD COMPANY AND
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**VERIFIED NOTICE OF EXEMPTION OF
WISCONSIN CENTRAL LTD.
PURSUANT TO 49 C.F.R. § 1180.2(d)(7)**

EXHIBIT B

**AMENDMENT TO 2009
TRACKAGE RIGHTS AGREEMENT**

**AMENDMENT TO JULY 13, 2009
TRACKAGE RIGHTS AGREEMENT
BETWEEN ARGO AND JOLIET, IL**

THIS AMENDMENT ("AMENDMENT"), made and entered into this 19th day of January, 2016, by and between **ILLINOIS CENTRAL RAILROAD COMPANY ("IC" or "OWNER")** and **WISCONSIN CENTRAL LTD ("WCL" or USER)**. IC and WC are each a "**Party**" and collectively "**Parties**."

WITNESSETH:

WHEREAS, IC and WC entered into a Trackage Rights Agreement dated July 13, 2009 ("**IC WC Agreement**") which, among other things, provided for WC to operate its trains over the tracks of IC between IC's connection with the Indiana Harbor Belt Railroad Company at or near IC Milepost 13.1 at Argo, IL and IC's connection with the Union Pacific Railroad Company ("UP") at or near IC Milepost 36.7 at Joliet, IL ("Jackson Street") on IC's Joliet Subdivision; and

WHEREAS, IC and a predecessor company of UP entered into a First Amendment Agreement to Purchase And Sale Agreement dated April 24, 1987, which, among other things, extended the length of tracks then being sold by IC to UP to between a point 75 feet north of Jackson Street (Milepost AO36.7) in Joliet, IL, and a point on the rail line at Milepost AH39.43 in South Joliet, IL (the "**UP Trackage**"), and further extended the reservation by IC of an easement for rail operation for itself and others over the additional rail property consistent with its present use on terms contained in an agreement entitled Reservations of Trackage Rights between IC and UP; and

WHEREAS, IC and UP entered into an agreement dated April 28, 1987 (Reservations of Trackage Rights, as amended) ("**IC UP Reservation Agreement**") which provided, among other things, for a reservation by IC of trackage rights over UP between Milepost AO36.7 at Joliet and Milepost AH38.5 also at Joliet, and further provided that IC may permit others to operate over the AO36.7-AH38.5 trackage upon receiving prior written consent from UP which consent shall not be unreasonably withheld; and

WHEREAS, IC and UP entered into a Trackage Rights Agreement dated May 5, 2005, as amended ("**IC UP Trackage Rights Agreement**") which provided, among other things, for trains of IC to operate over UP trackage between MP AH38.5 at Joliet and MP AH39.43 near South Joliet and further provided that IC may permit others to operate over the AH38.5-AH39.43 trackage upon receiving prior written consent from UP which consent shall not be unreasonably withheld; and

WHEREAS, IC and WC desire to amend this IC WC Agreement to extend WC's trackage rights from Jackson Street (Milepost AO36.7) to the end of IC's ownership at IC Milepost AH41.13, and which, in addition, IC intends to exercise its rights under the terms of the IC UP Reservation Agreement (and any future agreement replacing it) and the IC UP Trackage Rights Agreement to permit WC to operate over the UP Trackage, all of which is intended to provide WC with the same operating rights and privileges as are held by IC; and

WHEREAS, IC and WC agree to amend the IC WC Agreement pursuant to the terms and conditions contained herein.

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

- 1) The grant of trackage rights as defined in Section 1 of the IC WC Agreement is hereby amended to add the following paragraph to Section 1:
 - That portion of IC between IC Milepost 36.7 Jackson Street and IC Milepost 41.13 at Plaines, IL, on IC's Joliet Subdivision;
 - That portion of UP trackage between UP Milepost 36.7 and UP Milepost 39.43;

- all sidings, industry tracks, yard tracks and yard leads now existent or hereafter constructed along the aforesaid tracks to be used hereunder, and 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 hereto, a distance of approximately 4.43 miles.
- 3) Except as otherwise stated herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date written above.

ILLINOIS CENTRAL RAILROAD COMPANY

By: Paul E. Ladue

Printed: Paul E. Ladue
Title: Region Director Contracts & Administration

WISCONSIN CENTRAL LTD.

By: James Q. Anders II

Printed: James Q. Anders II
Title: Manager Contracts

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-- TRACKAGE RIGHTS EXEMPTION --
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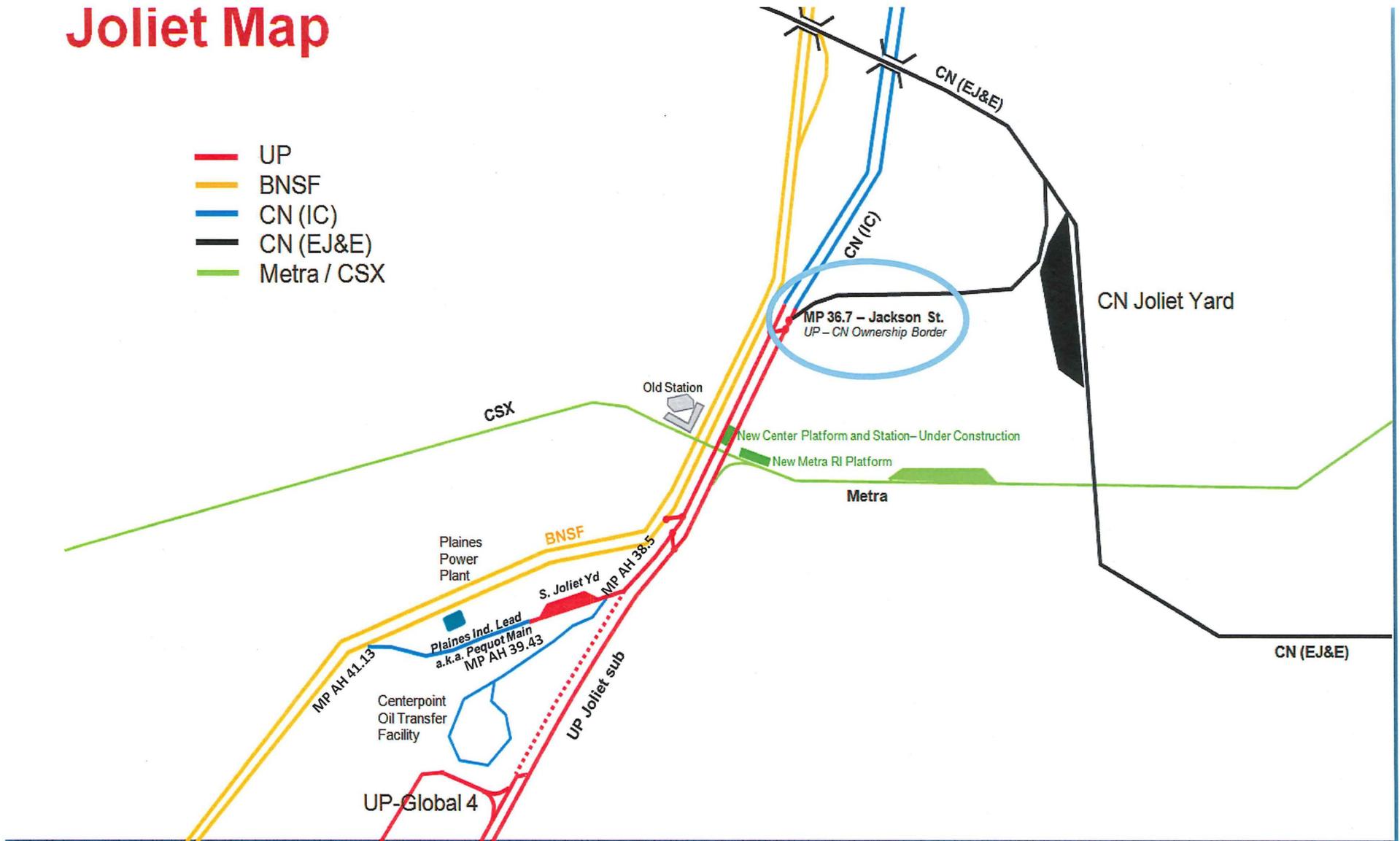
**VERIFIED NOTICE OF EXEMPTION OF
WISCONSIN CENTRAL LTD.
PURSUANT TO 49 C.F.R. § 1180.2(d)(7)**

EXHIBIT C

MAP

Joliet Map

- UP
- BNSF
- CN (IC)
- CN (EJ&E)
- Metra / CSX



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EXHIBIT D

**RESERVATION OF TRACKAGE RIGHTS
(JOLIET) – AMENDED
[REDACTED]**

ORIGINAL
THIS DOCUMENT MUST NOT BE TAKEN
FROM I. C. R. R. CO. ARCHIVES

0973c
042387

EXHIBIT XI-A

RESERVATION OF TRACKAGE RIGHTS (JOLIET)

THIS AGREEMENT, dated this 21st day of April, 1987, by and between the CHICAGO, MISSOURI & WESTERN RAILWAY COMPANY, hereinafter designated as "CMW," and ILLINOIS CENTRAL GULF RAILROAD COMPANY, hereinafter designated as "Central."

WITNESSETH:

WHEREAS, Central has agreed to convey to CMW approximately 2.5 miles of railroad from Joliet, Illinois near Milepost AO 36.7 to South Joliet, Illinois at Milepost AO 39 and near Milepost AH 38.5 as set forth on Exhibit A, attached hereto and made a part hereof.

WHEREAS, in consideration of Central's grant Central will reserve trackage rights over the railroad to be conveyed for the operation of train movements; and

WHEREAS, the reserved trackage rights will be subject to terms and conditions as hereinafter provided:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. Central reserves the right and privilege to use in the manner and upon the terms and conditions hereinafter provided, during the term of this agreement, jointly with such

car

other party or parties as may be permitted by CMW to participate in such joint use, that portion of CMW's railroad consisting of main tracks, South Joliet Yard tracks, turnouts leading into South Joliet Yard and industries and other tracks and facilities between a point 75 feet north of the north line of Jackson Street near Milepost AO 36.7 in Joliet, Illinois to Milepost AO 39 at South Joliet, Illinois and near Milepost AH 38.5 at South Joliet, hereinafter referred to as "Joint Track," as set forth on Exhibit A, for the movement of trains, switching of industries, switching at South Joliet Yard and interchange with other railroads including the operation of run-through trains, between any points between the above-referenced stations.

Central shall be allowed to receive and deliver any freight, mail, express or other traffic at any point on the Joint Track, shall be allowed to serve all industries exclusively, and shall be allowed to serve any railroads and any facilities, now or hereafter located on or along the Joint Track or via the Joint Track. CMW shall not serve any industry now or hereafter located on or along the Joint Track without the prior written consent of Central.

Central shall have the right to permit the following parties to operate over the Joint Track: Chicago, Central & Pacific Railroad Company and Northeast Illinois Regional Commuter Railroad Corporation or their successors in interest, and run-through trains currently operating or future run-through trains as agreed to between the parties. Central may permit

others to operate over the Joint Track only after receiving prior written consent of CMW, which consent will not be unreasonably withheld. Said trains shall for purposes of this agreement be considered trains of Central and Central shall be entitled to retain all revenues derived therefrom.

All detour movements over Joint Track shall be arranged for with CMW.

2. In consideration of the rights reserved herein,

The rate as set forth in this Section 2 shall be subject to adjustment effective January 1 of each year commencing on January 1, 1987, based on changes in the AAR Railroad Cost Recovery Indices of Chargeout Prices and Wage Rates, Eastern District, material prices, wage rates and supplements combined, excluding fuel, using the 1985 final index of 182.4 as the base. If the AAR or any successor organization discontinues publication of the Indices, an appropriate substitute shall be negotiated by the parties.

Central shall make all payments to the Treasurer of CMW in the City of Chicago, Illinois or to such person as the Treasurer may in writing direct. Bills for amounts payable

under this Agreement shall be rendered currently, if possible, and shall be paid within sixty (60) days from the date received. So much of the books, accounts, and records of each party as pertain to this Agreement shall be open to examination during regular office hours.

Bills shall be paid as rendered notwithstanding any error of ordinary character likely to occur in railroad accounts, the necessary corrections to be made in subsequent bills.

Central shall furnish CMW with monthly reports of the mileage of locomotives, cars and cabooses which are operated over Joint Track, or any portion thereof, under this Agreement.

3. Maintenance and operation of the Joint Track, including the handling of trains by Central shall, at all times, be under the control and management of CMW, and shall be subject to such rules and regulations as may be from time to time established by CMW and to orders and directions of the officers of CMW in charge of the Joint Track. All such rules, regulations, orders, and directions shall be reasonable and fair, and without preference or discrimination in favor of or against the parties hereto or any other party or parties now using or hereafter permitted to participate in the use of the tracks and facilities of CMW within the limits of the Joint Track. Central shall at Central's own expense, obtain and install crystals with an appropriate CMW frequency in radios on Central trains operating on and over the Joint Track. CMW shall be bound to use only reasonable and customary care, skill

and diligence in maintaining, repairing, renewing, managing and operating the Joint Track and Central shall not, by reason of the failure or neglect of CMW to maintain, repair, renew, manage or operate the Joint Track in any particular manner have or make any claim or demand against CMW for any loss, cost, damage or expense incurred by Central by reason of such failure or neglect.

4. All employees of Central engaged in or connected with the operations over Joint Track shall be required to pass periodic examinations on the rules of CMW, provided that with respect to such examinations, that upon request of Central, CMW shall qualify one or more of Central's supervisory officers on said rules and such supervisory officer or officers so qualified shall examine all employees of Central engaged in or connected with Central's operations over the Joint Track. If a CMW officer conducts such examination, Central shall pay therefor . Central shall be responsible for seeing that its employees are qualified and have taken such rules examinations. CMW shall furnish Central with switch keys, timetables, rule books, rule interpretation books and safety books and Central shall pay therefor

If any employee of Central shall neglect, refuse or fail to abide by CMW's rules, instructions or restrictions governing the operation over the Joint Track, such employee shall, upon

written request of CMW, be prohibited by Central from working on the Joint Track and Central shall release and indemnify CMW from and against any and all claims and expenses because of such withdrawal.

Should any equipment while being operated in a Central train upon and over the Joint Track become bad order, Central may set it out, in which event Central conductor shall make a report to CMW's train dispatcher in accordance with CMW's operating rules. Central shall repair or have repaired such equipment and after necessary repairs are completed, it shall be picked up as soon as possible by a train of Central.

Should any engine, train, or car of Central be derailed or damaged while being run or operated upon the Joint Track, they shall be rerailed or cleared by CMW, except that Central train crews may rerailed derailed cars in Central trains on the Joint Track when a wrecking derrick is not required, but in any such case, Central train crews shall consult with and be governed by directions of CMW's officers, it being the understanding that CMW reserves the right to rerailed cars in Central's trains when, in the judgment of CMW's officers, they deem it advisable for CMW to do so to minimize delays and interruptions to trains. The cost and expense of clearing wrecks or rerailed cars shall be treated as an item of expense determined in accordance with applicable billing rules of CMW to be borne and assumed by the parties hereto under the provisions of Section 9 of this agreement.

5. CMW reserves the right to make any changes, alterations, addition, or improvements in or to, or in the location of any tracks or facilities which Central is permitted to use under the provisions of this agreement that may be deemed desirable or necessary in the judgment of CMW or which may be required by any lawful public authority.

~~CMW shall notify Central when said changes, alterations, additions or improvements are estimated to cost in excess of Twenty-Five Thousand (\$25,000) Dollars, except in cases of emergency where it is necessary to commence the work immediately. Upon completion of the work CMW shall bill and Central agrees to pay promptly a wheelage proportion of the total cost, including additives as prescribed in applicable billing rules of CMW, based on the past twelve months usage of the Joint Track or a lesser number of months if this Agreement has not been in effect for twelve months. Central's wheelage proportion shall be the same ratio as the number of locomotives and cars, loaded or empty, operated or moved by Central number of locomotives and cars moved over the Joint Track. The Joint Track will be charged with 50% of the cost of work on turnouts. The material considered as a part of the turnout is the frog, switch, guard rails, guard rail clamps, switch stand, switch lamps, switch ties, ballast and track fastenings. The cost of rail will be charged to either the Joint Track or to other track as the case may be. The cost of labor, work train service, etc shall be charged on the same basis as material.~~

RTT
RDY

It is understood and agreed that this agreement shall not and does not vest any right of ownership in Central in the Joint Track except as otherwise provided in a certain deed from Central to CMW for properties in Will County, including the Joint Track.

6. Each party shall protect and save harmless the other party from and against all fines and penalties arising, growing out of, or incident to the failure of any engines, cars, or other equipment of or in its account to comply with the Federal Safety Appliance Act, or any other laws, federal or state, or rule and regulations promulgated by the Interstate Commerce Commission or any lawful governmental authority governing the construction, condition, or state of repair of such engines, cars, or equipment.

7. - It is understood and agreed by and between the parties hereto that the rights and privileges reserved by Central in regard to the whole or any part of the facilities specified in this agreement may hereafter be affected by municipal grants or ordinances, or the orders of any public authority. Such rights and privileges are therefore reserved by Central subject to such grants, ordinances, or the orders as are now or may hereafter become effective.

8. In case, by reason of the destruction or injury, by public enemies, riots, fire, flood, storm, or unforeseen event, of the facilities of CMW hereinabove defined as the Joint

Track, whereby Central is wholly deprived of the use thereof for the proper transaction of business, CMW, if it can reasonably do so, shall furnish alternate facilities for use of Central in lieu of those so destroyed, injured or affected which shall be adequate for handling of Central's business. This agreement shall not be altered or discontinued on account of such destruction or injury, nor shall there be any right to demand the revocation of this agreement or damages on account of such destruction, injury, or deprivation.

9. For the purpose of determining and apportioning liability between the parties hereto for damages as hereinafter in this Section 9 defined, it is understood and agreed:

A. Whenever the trains, locomotives or cars (including train crew personnel) of one party hereto are involved in an incident without the trains, locomotives or cars of the other party being involved, the party whose trains, locomotives or cars are involved shall be separately and individually liable for and shall forever indemnify and save harmless the other party from all expenses and liability for loss of and damage to property of any kind (including property of either party hereto) and for injury (including death) to all persons (including employees of either party hereto), regardless of the cause or causes of such incident, in all respects as if said party had been in the exclusive use and control of said Joint Track.

B. In all cases of an incident between the trains, locomotives or cars operated by one party hereto and the trains, locomotives or cars operated by the other party, each party hereto shall assume responsibility for loss of and damage to the trains, locomotives or cars operated by it (including lading) and injury (including death), to its employees or passengers or on or about such trains, locomotives or cars, regardless of the cause or causes of such incident. Injury (including death) to all other persons and loss of or damage to all other property (including the Joint Track) shall be shared equally by the parties.

C. Whenever any loss, damage, destruction, injury or death occurs because of acts of third parties (except for those third parties whose trains are deemed to be the trains of one party hereto) (not involving the sole employees of either of the parties hereto), unknown causes, acts of God, and any other cause whatsoever, it shall be borne by each party hereto as to loss of or damage to its own property (excluding the Joint Track) property in its care, custody or control, and as to death of or injury to its sole employees, patrons, and passengers; while as to death of or injury to third parties and employees of CMW involved in the maintenance and operation of the Joint Track and loss of or damage to property of such persons and loss of or damage to the Joint Track it shall be borne by the parties hereto in same proportion as each party's car count bears to the total car count of all cars passing over

the subject portion of the Joint Track over the preceding twelve-month period or lesser period if said Joint Track use has been less than twelve months. The term "car count" is to include both empty and loaded cars. Each party shall maintain adequate records and make such records available to establish such proportionate shares. The foregoing provisions shall apply regardless of considerations of fault or negligence.

D. CMW shall have the right to settle all claims, up to the sum of Ten Thousand Dollars (\$10,000.00), arising from acts or omissions under this agreement and such settlement shall be conclusively binding on the parties hereto.

E. In the event of any suit brought against either party hereto for which the other party is or is alleged to be solely or jointly liable, the party against whom such suit is brought shall at once give the other party notice in writing thereof, and thereupon such other party shall assume or join in the defense of such suit, and shall pay all or the proportion assumed by it under the provisions of Section 9 of attorneys' fees, costs, and expenses incurred in defending such suit, as well as all damages that may be recovered therein.

F. If a judgment should be recovered against and satisfied by either party involving a liability which should, under this agreement, be borne entirely or participated in by the other party, and said party is given notice pursuant to paragraph E of this Section 9, then all expenses of whatsoever

nature, including costs and fees, connected with such judgment and with the prosecution of the suit upon which it was based, shall be settled between the parties hereto in strict accordance with the provisions of this agreement, and the party against whom such judgment shall have been recovered shall be promptly reimbursed by the other party to the extent to which the latter is indebted.

10. Each party covenants and agrees to pay for all damages assumed by it under the provisions of this agreement and will indemnify and save harmless the other party hereto from and against all liability and claims therefor or by reasons thereof and will pay, satisfy, and discharge all judgments that may be rendered by reason thereof, and all costs, charges and expenses incident thereto.

11. If, at any time, a controversy shall arise between the parties hereto touching the construction of any part of this agreement or concerning the business or the manner of transacting business carried on under the provisions hereof or concerning the observance or performance of any covenant or condition in this agreement contained or the rights or obligations of either party under or arising from this agreement, such controversy shall be submitted to an arbitrament of persons experienced in railroading to be chosen as hereinafter provided.

The party desiring such arbitration shall select an arbitrator and give written notice thereof to the other party and shall state in such notice precisely the matter or matters which it is proposed to bring before the arbitrators and the name of the person selected as arbitrator by such party; and, thereupon, it shall become the duty of the other party, to, within thirty (30) days following receipt of such written notice, so notify in writing the moving party and select an arbitrator and include in said written notice the name of the arbitrator selected by it. If such other party shall notify the moving party but fails to name an arbitrator, said arbitrator shall be appointed by the Judge of the United States District Court for the District in which Joliet, Illinois, shall then be situated upon the moving party's first giving fifteen (15) days' written notice of such application to such other party.

The two arbitrators selected shall select a third disinterested arbitrator and, in the event they cannot, within thirty (30) days after the appointment of the second arbitrator, agree upon a third arbitrator, said third arbitrator shall be appointed by the Judge of said District Court upon application of either of the parties.

The board of arbitrators so constituted as aforesaid shall give to each of the parties hereto thirty (30) days' written notice of the time and place of the initial hearing and shall proceed without delay to hear and determine the matters in

dispute. Said arbitrators shall hear all competent, relevant, and material evidence offered by either of said parties to the arbitration and bearing on the matters under consideration, and they shall promptly determine and adjudicate from such evidence and from this agreement the matters at issue between the parties hereto. In reaching their decision, the arbitrators shall be governed by the rules of law applicable thereto. Each of the parties hereto may be represented by counsel at any hearing and shall be given reasonable notice of each hearing.

The award of such arbitrators, or of a majority of them, shall be final and binding upon the parties to such arbitration, and each party shall immediately make such changes in the conduct of such party's business or such payment as restitution, as the case may be, as in and by such award may be required. The books and papers of the parties hereto, so far as they relate to matters submitted to arbitration, shall be open to the investigation of the arbitrators.

Each of the parties shall pay the compensation and expenses of the arbitrator selected by or for it and the fees and expenses of its counsel and witnesses, and all other expenses of the arbitration shall be borne equally by the parties hereto. Until the arbitrators shall make their award upon any matter or matters submitted to them, the business, settlements, and payments to be transacted and made under this agreement shall continue to be transacted and made in the same manner and

form existing prior to the rise of the controversy with respect to such matter or matters.

In lieu of a board of arbitrators chosen in the manner hereinabove provided, the question in controversy may be submitted to a single arbitrator selected by the parties hereto and the written decision of such arbitrator shall be final and binding and the compensation and expenses of such arbitrator shall be borne equally by the parties to the arbitration.

12. Central shall, at its own cost and expense, initiate by appropriate application or petition and thereafter, diligently prosecute proceedings for the procurement of any necessary consent, approval or authority from any governmental agency for the sanction of this agreement and the operations to be carried on by Central hereunder or exemption therefrom. CMW, at its expense, shall assist and support said application or petition and will furnish such information and execute, deliver, and file such instrument or instruments in writing as may be necessary or appropriate to obtain such governmental consent, approval or authority. CMW and Central agree to cooperate fully to procure all necessary consent, approval or authority.

13. This agreement is conditioned upon and shall be effective as of the "Closing Date" as defined in that certain Purchase and Sale Agreement between the parties hereto and dated as of July 28, 1986, as amended, and shall continue in

force and effect for a period of twenty-five (25) years from said date and, thereafter until the expiration of twelve (12) months after written notice shall have been given by either party hereto to the other of its desire to terminate this agreement.

Each party may waive any default or failure of the other party at any time without affecting or impairing any right arising from any subsequent default or failure.

If any provision of this agreement is declared invalid by any tribunal, the remaining provisions of this agreement shall not be affected thereby.

All notices to be given hereunder by either party shall be made in writing and delivered by registered or certified United States Mail and addressed to the officer in charge of operations of the other party at its general office.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, lessees and assigns.

15. Notwithstanding any contrary provision herein, this Agreement shall not apply to operations over, or the cost of maintaining the main track and Track No. 3 within Central's former South Joliet Yard. The operations and cost of maintenance of such tracks are governed by a separate agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

ILLINOIS CENTRAL GULF RAILROAD
COMPANY

By *Henry Louis Bruce*

Title: *Chairman & Chief Executive Officer*

CHICAGO, MISSOURI & WESTERN RAILWAY
COMPANY

By *John E. Sheridan*

Title: *Vice President of Finance & Treasurer*

Joliet
ACS-158-10

EXHIBIT 5

IC 91013

AMENDMENT TO RESERVATION OF
TRACKAGE RIGHTS

(South Joliet)

THIS AMENDMENT TO RESERVATION OF TRACKAGE RIGHTS (the "Amendment to Reservation Agreement") is made and entered into this 29th day of December, 1988 (the "Effective Date") by and between Daniel R. Murray ("Trustee"), Trustee for the Chicago Missouri & Western Railway Company ("CMW"), and the Illinois Central Railroad Company ("Central").

RECITALS:

WHEREAS, Central conveyed to CMW its Chicago-St. Louis-Kansas City line on April 28, 1987;

WHEREAS, CMW and Central have entered into the Reservation of Trackage Rights (Joliet) (the "Reservation Agreement") dated April 28, 1987, which reserves Central's trackage rights on approximately 2.5 miles of the Chicago-St. Louis-Kansas City Line from Joliet, Illinois near Milepost AO 36.7 to South Joliet, Illinois at Milepost AO 39 and near Milepost AH 38.5; and

WHEREAS, Central and CMW have entered into that Settlement Agreement (the "Settlement Agreement") dated December 29, 1988, which settles various disputes between Central and CMW and as a condition for such settlement have agreed to amend the Reservation Agreement.

NOW, THEREFORE, in consideration of the execution of the Settlement Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Definitions.* The following terms when used with initial capitalization in this Amendment to the Reservation Agreement, whether in the singular or the plural, shall have the following meanings:

a. "Joint Track" shall have the meaning ascribed to it in Section 1 of the Reservation Agreement.

b. "Term of the Reservation Agreement" shall mean the term set forth in Section 13 of the Reservation Agreement.

c. "Wheelage Charge" shall mean a charge that CMW shall assess to Central for maintenance, operations, and rehabilitation of a portion of the Joint Track between Milepost AO 36.7 and Milepost AH 38.5. The charge shall be

Central's current tenants are Chicago, Central and Pacific Railroad Company, Northeast Illinois Regional Commuter Railroad Corporation and National Railroad

Passenger Corporation, which currently use 1.8, 1.3 and .3 miles respectively of such portion of the Joint Track.

d. All other terms used herein shall have the meanings ascribed to them in the Reservation Agreement.

2. *Trackage Rights.* The second paragraph of Section 1 on page 2 of the Reservation Agreement shall be deleted and replaced by the following:

For a period of one (1) year after the Effective Date of this Amendment to Reservation Agreement, Central and its tenants shall have the right to handle traffic originating or terminating at industries on the Joint Track or associated team track pursuant to existing transportation contracts; provided, however, upon the expiration of any such existing transportation contract, the right to serve the industry on the Joint Track shall terminate. Central and its tenants shall not be allowed to originate or terminate any freight traffic at any industry located on the Joint Track or associated team tracks following the expiration of the one (1) year period.

3. *Maintenance and Rehabilitation Charges.* The first and second paragraphs of Section 2 on page 3 of the Reservation Agreement shall be amended to read as follows:

In consideration of the rights reserved herein, Central shall pay to CMW a Wheelage Charge for use of the Joint Track. Prior to initiation by CMW of any programmed rehabilitation work on the Joint Track, CMW shall notify Central of its intention to perform such work. Central shall have the right to review CMW's work plan and to make reasonable recommendations with respect thereto. CMW shall maintain and operate the Joint Track on a regular basis. Upon completion of the maintenance, operation and rehabilitation work, CMW shall submit an invoice for the Wheelage Charges to Central. Central shall pay such Wheelage Charges within sixty (60) days of receipt of such invoice.

4. *Terms to Continue.* Except as otherwise amended and modified herein, the Reservation Agreement shall remain in full force and effect pursuant to its terms and conditions, and this Amendment to Reservation Agreement shall be made a part of and shall be incorporated into the Reservation Agreement. The terms of this Amendment to Reservation Agreement shall supersede and control over the terms of the Reservation Agreement as to the subject matter contained in paragraphs 1, 2, and 3 herein.

5. *Counterparts.* This Amendment to Reservation Agreement may be executed in two or more counterparts, each of which as so executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to Reservation Agreement to be executed as of the date first written above.

Daniel R. Murray
DANIEL R. MURRAY
Trustee of the Chicago, Missouri &
Western Railway Company, an Illinois
corporation

ILLINOIS CENTRAL RAILROAD
COMPANY, a Delaware corporation

By J. B. [Signature]
Its VICE PRESIDENT TRANSPORTATION

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

DOCKET NO. FD 35992

**WISCONSIN CENTRAL LTD.
-- TRACKAGE RIGHTS EXEMPTION --
LINES OF UNION PACIFIC RAILROAD COMPANY AND
ILLINOIS CENTRAL RAILROAD COMPANY**

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

EXHIBIT E

CAPTION SUMMARY

SURFACE TRANSPORTATION BOARD
NOTICE OF EXEMPTION

DOCKET NO. FD 35992

WISCONSIN CENTRAL LTD.
-- TRACKAGE RIGHTS EXEMPTION --
LINES OF UNION PACIFIC RAILROAD COMPANY AND
ILLINOIS CENTRAL RAILROAD COMPANY

Illinois Central Railroad Company (“IC”) has agreed to admit its corporate affiliate, Wisconsin Central Ltd. (“WCL”), to enter upon and exercise overhead trackage rights over certain connected lines of railroad located in Will County, Illinois, owned by Union Pacific Railroad Company (“UP”) and IC. The subject trackage rights line extends approximately 4.43 miles from milepost AO 36.7 at Joliet, IL, to milepost AH 41.13 at South Joliet, IL. The trackage rights authority will become effective on or after February 24, 2016.

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 automatically stay the transaction.

Dated: January __, 2016

By the Board

Director, Office of Proceedings

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

DOCKET NO. FD 35992

**WISCONSIN CENTRAL LTD.
-- TRACKAGE RIGHTS EXEMPTION --
LINES OF UNION PACIFIC RAILROAD COMPANY AND
ILLINOIS CENTRAL RAILROAD COMPANY**

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

VERIFICATION

VERIFICATION

I, Paul E. Ladue, declare under penalty of perjury that I have read the foregoing Notice of Exemption, that I know the facts asserted therein, and that the same are true as stated. Further, I certify that I am qualified to and authorized to provide this verification on behalf of Wisconsin Central Ltd.

Executed this 19th day of January, 2016.



Paul E. Ladue
Region Director Contracts and Administration