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December 3, 2015

ENTERED
Office of Proceedings
December 3, 2015
Part of
Public Record

VIA E-FILING

Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20024

Re: Reading Blue Mountain & Northern Railroad Company
- Trackage Rights Exemption -
Norfolk Southern Railway Company
STB Docket No. FD 35980

Dear Ms. Brown:

Pursuant to the provisions of 49 CFR §1180.6(a)(7)(ii), RBMN is hereby submitting a Public Version of the fully executed Amendment No. 3, a partially executed version of which was attached to the Trackage Rights Notice of Exemption filed on November 25, 2015.

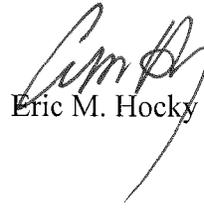
A Highly Confidential Version of the fully executed Amendment No. 3 is being filed separately as a confidential document.

Cynthia T. Brown
December 3, 2015
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Please let me know if there are any questions regarding this filing. Thank you for your assistance.

Respectfully,

CLARK HILL PLC



Eric M. Hocky

EMH/dml
Enclosure

CONFIDENTIAL

**RBMN Trackage Rights Agreement:
Oneida Jct. to Ashmore Jct.**

Amendment No. 3

This Amendment No. 3 (the "Amendment") to the Base Agreement, defined below, is made this 30 day of November, 2015 by and between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation ("Owner") and THE READING BLUE MOUNTAIN & NORTHERN RAILROAD COMPANY ("User"). Owner and User are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties." Undefined terms are defined in the Base Agreement.

RECITALS:

- A. The East Mahanoy and Hazleton Railroad (hereinafter referred to as "EMH") entered into a trackage rights agreement (hereinafter referred to as "Base Agreement") with Consolidated Rail Corporation (hereinafter referred to as "Conrail"), dated July 21, 1992, to operate EMH trains over Conrail between Oneida Junction, milepost JW 147.4 +/-, and Ashmore Junction, milepost JW 141.3 +/-; and
- B. Owner is the successor to Conrail's interest in the Subject Trackage and User is the successor to EMH; and
- C. The Base Agreement was amended by a letter agreement, effective September 19, 1997 ("Amendment No. 1"), [REDACTED] and [REDACTED]
- D. The Base Agreement was amended again, effective December 1, 2011 ("Amendment No. 2"), to grant local trackage rights to User from Owner to transport rail car shipments of anthracite coal originating from Hazleton Shaft near Milepost JW 143.7+/- (hereinafter referred to as "HSC") and terminating at the Panther Creek Co-Generation power plant on the User or to interchange said anthracite coal originating from HSC to Owner at a designated interchange near North Reading, PA; and
- E. The Parties wish to further extend User's trackage rights between Oneida Junction and Ashmore Junction in Hazleton, PA to allow User to handle overhead traffic in Owner's revenue account between the tracks at the Humboldt Industrial Park and the junction between Owner's and User's tracks at Oneida Junction; and
- F. The Parties desire to amend the Base Agreement for such overhead trackage rights, as described below.

NOW, THEREFORE, in consideration of the following mutual promises, the Parties agree as follows:

1. Section 1. GRANT OF TRACKAGE RIGHTS of the Base Agreement is hereby deleted in its entirety and replaced with the following:

"SECTION 1. GRANT OF TRACKAGE RIGHTS

(a) On the terms and subject to the conditions herein provided, Owner hereby grants to User the right to operate its trains, locomotives, cars, and equipment with its own crews over the Owner's following railroad line segments, as shown in detail on Exhibit A to this Agreement:

(i) Camp Running Track between Oneida Junction. Milepost JW 147.4± to Milepost JW 146.2±, continuing over the Hazleton Running Track between Milepost JW 146.2± and Ashmore Jct., Milepost JW 141.3±, Hazleton, PA a distance one way of approximately six and one tenth (6.1) miles.

(ii) Between Oneida Junction Milepost JW 147.4± and Hazleton Shaft near Milepost JW 143.7± ("HSC Local Trackage").

(iii) Between Oneida Junction Milepost JW 147.4± and Milepost KA 150.0± at Humboldt Industrial Park.

(b) The trackage described in this Section 1 is hereinafter referred to as the "Subject Trackage."

↑ AT NS/RBMN PROPERTY LINE (TAS) JM

2. The following language shall be added to Section 18. GENERAL PROVISIONS of the Base Agreement:

“(g) This Agreement is the product of mutual negotiations of the Parties hereto, none of whom shall be considered the drafter for purposes of contract construction.

(h) No consent or waiver, expressed or implied, by a Party of any breach or default by the other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance hereunder by such other Party. Failure on the part of a Party to complain of any act or failure of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned Party of its rights hereunder.

(i) If any provision of this Agreement or the application thereof to any Party hereto or to any circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent or for any reason, the remainder of this Agreement or the application of the provisions thereof to such Party or circumstance, other than those determined to be invalid or unenforceable, shall not be affected thereby and shall be enforced to the fullest extent permitted by law, and the Parties shall promptly enter into such other agreement(s) as their respective legal counsel may deem appropriate in order to replace such invalid or unenforceable provisions in a manner which produces a result which is substantially equivalent to the terms of this Agreement in all material respects.

(j) Nothing herein shall be interpreted as creating an association, partnership, joint venture or other joint undertaking between Owner and User.

(k) The interpretation and performance of this Amendment shall be governed by the substantive and procedural laws of the State of Pennsylvania, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Pennsylvania or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Pennsylvania.

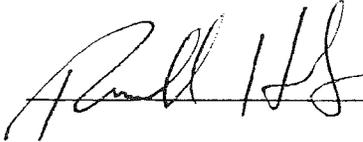
(l) This Amendment may be executed in several counterparts, each of which will be deemed an original, and such counterparts shall constitute one and the same instrument.”

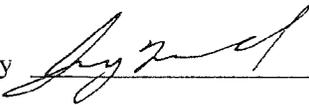
3. Except as modified or changed herein, all other terms of the Base Agreement, as amended, remain in effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date first above written.

WITNESS:

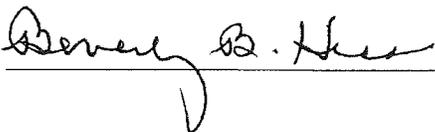
NORFOLK SOUTHERN RAILWAY
COMPANY

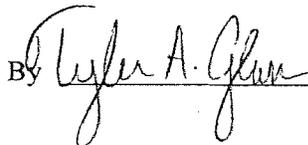


By 

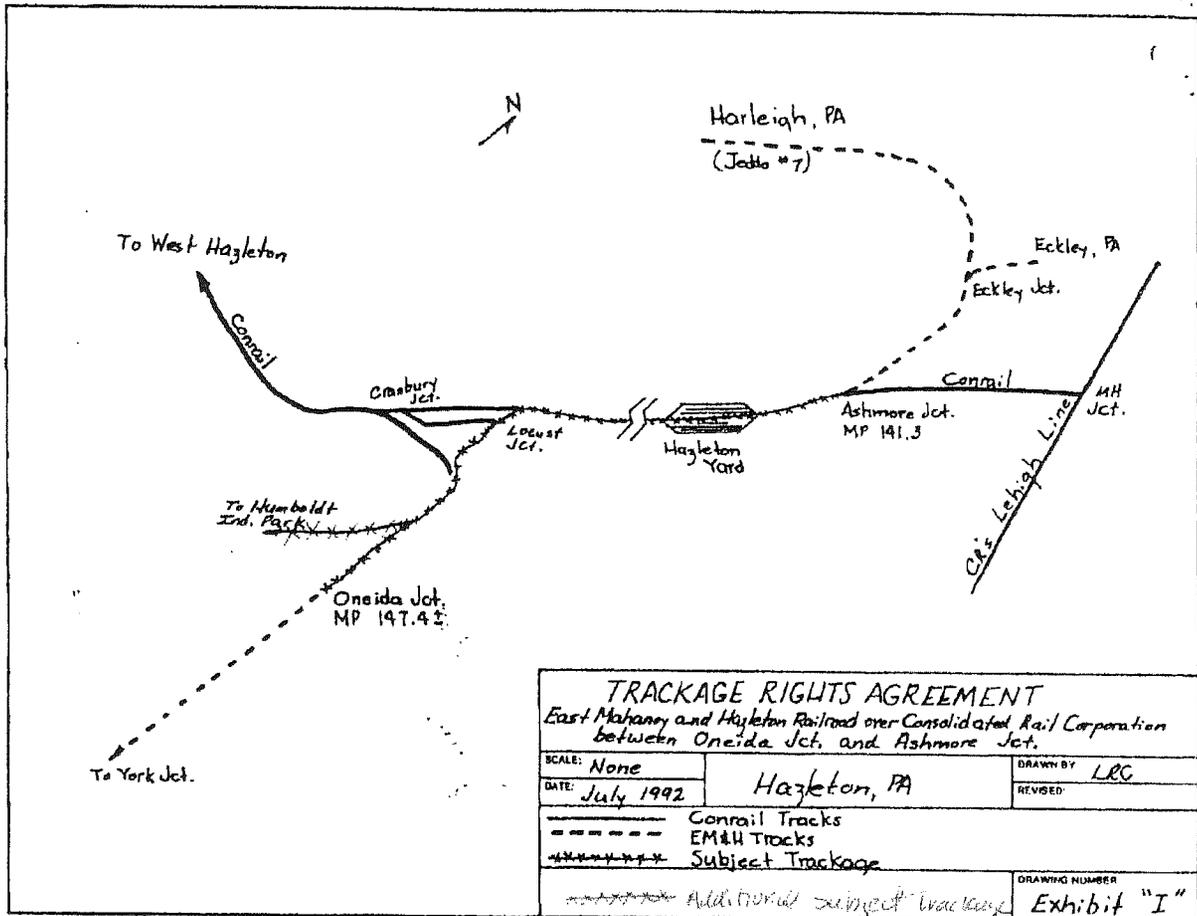
WITNESS:

THE READING BLUE MOUNTAIN &
NORTHERN RAILROAD COMPANY



By 

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TRACKAGE RIGHTS AGREEMENT		
<i>East Mahanoy and Hazelton Railroad over Consolidated Rail Corporation between Onesida Jct. and Ashmore Jct.</i>		
SCALE: <i>None</i>	<i>Hazelton, PA</i>	DRAWN BY: <i>LRG</i>
DATE: <i>July 1992</i>		REVISED:
————— Conrail Tracks - - - - - EM&H Tracks * * * * * Subject Trackage		DRAWING NUMBER
* * * * * <i>Additional subject trackage</i> <i>pursuant to Annex Insert No 3</i>		<i>Exhibit "I"</i>

EXHIBIT A

304 159