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**BEFORE THE
SURFACE TRANSPORTATION BOARD**



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JGB PROPERTIES, LLC – PETITION)
FOR DECLARATORY ORDER –) **Finance Docket No. FD 35817**
WOODARD INDUSTRIAL RAILROAD)
OPERATIONS)
)
)

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JGB PROPERTIES, LLC'S PETITION FOR DECLARATORY ORDER

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**Peter A. Pfohl
Christopher A. Mills
Slover & Loftus LLP
1224 Seventeenth St. N.W.
Washington, D.C. 20036
Telephone: (202) 347-7170
Facsimile: (202) 347-3619
pap@sloverandloftus.com**

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*Attorneys for Petitioner
JGB Properties, LLC*

TABLE OF CONTENTS

	<u>Page</u>
I. FACTUAL BACKGROUND	3
A. The State Court Actions	8
II. ARGUMENT	11
A. Basis for Declaratory Order Request/Regulatory Framework	11
1. STB Jurisdiction over Railroad Lines	12
B. The South Steelway Boulevard Line is an Unauthorized Common Carrier Line ..	13
1. The South Steelway Boulevard Line and Its Prior Use Constitute “Transportation”	14
a. The Line is Subject to the Board’s Jurisdiction under 49 U.S.C. § 10901 and is not Excepted Track under 49 U.S.C. § 10906	15
2. The South Steelway Boulevard Line and Its Prior Use Were Undertaken By a “Rail Carrier”	16
C. The Past and Continuing South Steelway Boulevard State Law Actions Are Preempted	20
1. All State Law Actions Aimed at the Construction and Use of the South Steelway Boulevard Line Are Categorically Preempted	20
2. All State Law Remedies Sought Aimed at the Construction and Use of the South Steelway Boulevard Line Are Categorically Preempted	24
D. Alternatively, If the South Steelway Boulevard Line Is Determined to Be an Authorized Common Carrier Line, the STB Should Issue an Order Under §10903 that a <i>De Facto</i> Abandonment Has Occurred	25
1. Basis for Relief Sought/Applicable Standards	25
a. The Line Has Been Out of Service for Over a Decade, There is No Potential for Continued Operations, and No Reasonable Steps Have Been Taken to Attract Traffic	26
b. Based on the Unique Circumstances of this Case, JGB Requests that the Board Waive its Normal Application Filing Requirements	30
III. CONCLUSION	32

Alternatively, in the unlikely event that the Board determines that Woodard Industrial District line is currently an authorized common carrier line, pursuant to 49 U.S.C. §10903 and 49 C.F.R. Part 1152 *et seq.*, JGB hereby applies for a certificate of public convenience and necessity, and an exemption from the formal application requirements, authorizing the adverse abandonment of the Woodard Industrial District lines on the property of JGB to enable the property to be productively utilized and developed for non-rail use and without encumbrance. In particular, the Board should issue an order that a *de facto* abandonment has occurred, as demonstrated by the lack of use of the line for well over a decade, the lack of maintenance and the line's state of total disrepair, the lack of compliance with FRA or industry standards for operating track, and the lack of present or future need for service over the line.

JGB believes that this Petition contains sufficient and compelling reasons for the Board to grant the relief requested herein. However, JGB recognizes that because this matter has been the subject of prior and continuing disputes in New York State courts, with the involvement of other interested parties, the Board should institute an appropriate proceeding for the receipt of comments and evidence by interested parties. JGB respectfully requests that the Board do so by issuing an appropriate order for any interested person to show cause why the Board should not grant the relief requested.

This Petition is supported by Verified Statement of John F. Betak, Ph.D, Managing Member of Collaborative Solutions LLC, with 40+ years of experience in freight-related rail matters, including as an Assistant Vice President at Consolidated Rail Corporation ("Conrail"), who managed corporate industrial development matters for the

railroad, and who has direct, specific knowledge of the Woodard Industrial District and its rail facilities. In further support of its Petition, JGB states as follows:

**I.
FACTUAL BACKGROUND**

JGB is a limited liability company organized under the laws of the State of New York, headquartered in Syracuse, New York. At all times since 2005, JGB has been the owner in fee simple of property in the Town of Clay, County of Ononda, located at or near 4560 Steelway Boulevard South (“JGB Steelway Property”), consisting of approximately 10.4 acres +/- . The JGB Steelway Property was once owned by Woodard Industrial Development Corporation (“Woodard”). Adjacent to the JGB parcel are other parcels, which were conveyed in the 1960’s by Woodard to other parties, including the Town of Clay and D.H. Overmyer Company, Inc. (“Overmyer”). The area is zoned as a planned industrial park/commercial district. A recent survey showing the JGB parcel and adjacent parcels is attached hereto as Counsel’s Exhibit 1. The involved buildings and warehouse spaces as reflected in 1987, and which still exist today, are reflected in a Conrail schematic attached hereto as Counsel’s Exhibit 2.

The Woodard Industrial District is adjacent to CSX Transportation Inc.’s (“CSXT’s) St. Lawrence Subdivision, which connects Syracuse, NY with Montreal, Quebec (Canada) and Oswego, NY. Verified Statement of John F. Betak, Ph.D. (“V.S. Betak”) at 2-3. When the District was first formed, the subdivision was controlled by the

New York Central Railroad. It was then transferred to Penn Central Transportation Company in 1968, to Conrail in 1976, and finally to its current owner, CSXT, in 1998.¹

As planned and designed by the private parcel owners in the mid-1960s, the provision of connecting rail service was contemplated to directly reach the warehouse doors of the various tenants located in the Woodard Industrial District. *See* V.S. Betak at 2-4. In this respect, Woodard (the owner of District's northernmost parcel) specifically conveyed to Overmyer (the owner of the District's southernmost parcel) a "right of way for a railroad spur track to be used and enjoyed in common with others." *See* V.S. Betak, Exh. 3.² Presently, Ironwood, LLC ("Ironwood"), a limited liability company headquartered in Texas, is the owner of the southernmost parcel and Tri-Martin IV, LLC a foreign limited liability company with a principal place of business in New Jersey, is the owner of the northernmost parcel.

The issue of whether the right of way easement originally conveyed by Woodard to Overmyer was and is valid, and capable of allowing a line of railroad to connect to the connecting Class I railroad is in dispute, as a result of, among other things:

- A portion of the land encompassing the easement connecting the parcels with that of the New York Central line had been previously conveyed to the Town of Clay, breaking the easement, and rendering it incapable of serving the purpose for which it was created;
- A portion of the easement conveyed was only 20 feet in width, rendering it incapable of being used as a valid right of way for a railroad line; and

¹ *See CSX Corp. – Control & Operating Leases/Agreements – Conrail Inc.*, 3 S.T.B. 196, 263-64 (1998).

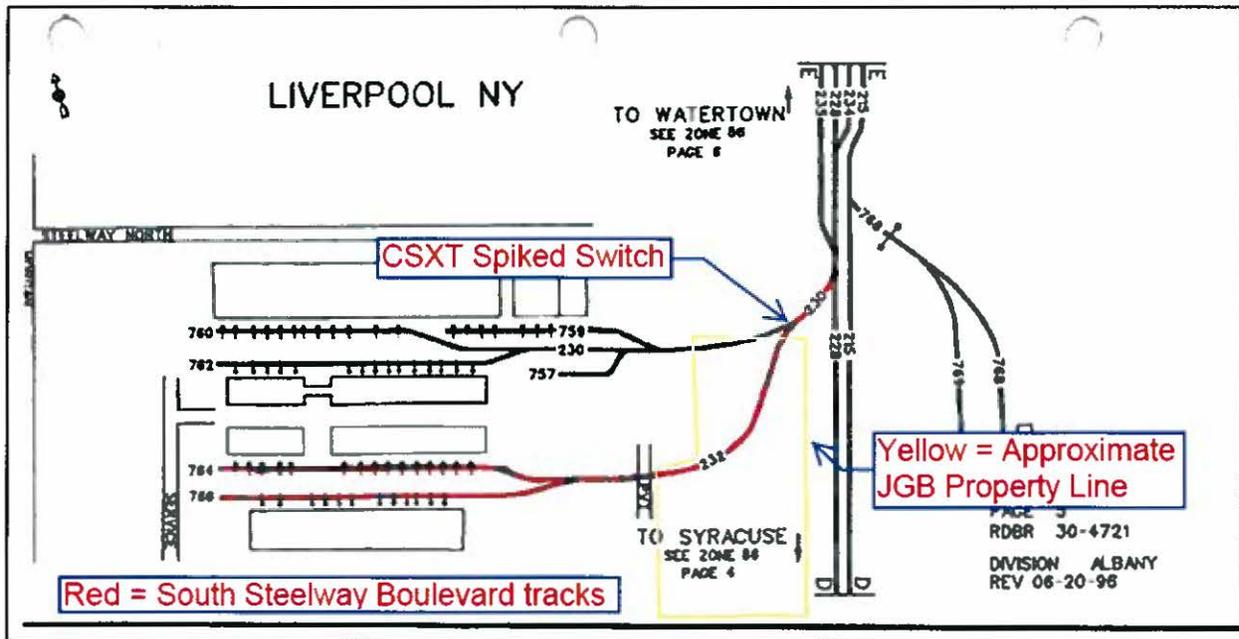
² As further explained in the accompanying deed, the right of way was "granted for the benefit of the two parcels of land" involved. *See* V.S. Betak at Exh. 4.

- The easement was not intended to run with the land, and was/is at best, an easement in gross, which was never transferred to Ironwood.

While these property rights-related issues are not matters on which JGB is asking the Board to opine, and have been and are the subject of continuing disputes in the New York State courts, they do shed some further light on relevant issues involved in this Petition.

The easement at issue crosses over the southernmost parcel, and the issue rail lines were built in or around 1966. V.S. Betak at 3. Based on counsel's review of the ICC's and STB's dockets to the extent such materials are still available, and based on JGB's understanding and belief, the constructed rail lines never received prior ICC or STB authority (under 49 U.S.C. § 10901 or otherwise), nor was such prior agency construction or use authority ever sought.

The constructed rail lines at issue are depicted in Mr. Betak's Diagram JFB-1. This diagram consists of a Conrail Zone Track Spot ("ZTS") Map of the District, identifying individual tracks, broken down by their type, and individual "spots" consisting of the specific locations for rail cars to be placed for service for individual shippers/receivers in the Woodard Industrial District. This diagram is reproduced below, in annotated form.



The highlighted lines in red identified as tracks 230, 232, 764, and 766, are referred to the “South Steelway Boulevard Line.” V.S. Betak at 3. The same track numbering system continues in place today by CSXT, with tracks in the 200-299 series identified as “main tracks, sidings, switching leads, or railroad scale tracks, and tracks identified as 700-997 as “industry tracks.” *Id.* at 3-4. The † symbols depict each of the industrial doors, or “spots” for potential service to multiple individual shippers/receivers, in railroad direct service. *Id.* at 4. As reflected below, while the lines have long ceased to be maintained or actually used in railroad service, when they were previously in use, there was no switching or hand-off associated with the South Steelway Boulevard Line. As Mr. Betak confirms, “Conrail and its predecessor railroads delivered the traffic in direct service all the way to the warehouse doors of the receivers/shippers,” and they “did not deliver cars to the connecting sidetrack (Line 232) or hand-off cars to any switching railroad for final delivery.” *Id.* at 3-4.

While the South Steelway Boulevard Line was once used for direct rail service to various warehouse tenants, over time, “any need for rail service that may have once existed almost 50 years ago has now vanished.” *Id.* at 2. Various changes to the railroad and industry, along with market and logistical transitions – including truck advantages growing over time – have led to the phase-out of the direct small boxcar service once sought by some South Steelway Boulevard warehouse tenants. *Id.* at 2, 6-8. This service has been replaced today by containers, 60’ high cube boxcars, or other larger specialized cars that cannot be accommodated at Woodard, whose warehouse facilities are of older design, with 40’ bays, and standard height ceilings. *Id.*

Additionally, the former design of the South Steelway Boulevard Line is now obsolete (*e.g.*, with non-standard curvature exceeding industry standards). *Id.* at 5-6. No service has occurred over the lines in over a decade, none of the current businesses along the track require or use direct rail service, and CSXT has even “spiked” the connecting switch, precluding service. *Id.* at 2, 4, 8-9. Physically, the South Steelway Boulevard Line tracks “are in very poor shape and fail all critical requirements established by the Federal Railroad Administration for Class 1 (10 mph) industrial track, as well as industry standards for operable track.” *Id.* at 8-9. The “PVT” reference in the diagram above refers to a private at-grade crossing, with the tracks completely paved over. *Id.* at 8. There are trees and weeds growing through the tracks, and “rotten ties, loose spikes, etc. [that] have not been remedied and are in clear violation of all safety regulations.” *Id.* “Significant track reconfiguration would be required to provide service to Woodard Industrial District shippers/receivers.”

As Mr. Betak confirms, even if the South Steelway Boulevard Line could be rebuilt and rehabilitated to its original state a half century ago “in a very different freight and economic era” of 40’, single-door boxcars, with warehouse freight doors built to accommodate those boxcars, and product hand carried by warehouse workers, any such initiative to rebuild the lines would only result in the construction of a “track to nowhere.”

In the end, even if these rail facilities were authorized to be rehabilitated/rebuilt in their original configuration along the ROW, such an initiative would be best described as building a “track to nowhere,” because any present or future shippers in the warehouses would not want it or require it, and, in any event, the line could no longer be used due to its obsolete design and alignment criteria.

Id. at 2, 9. As Mr. Betak further reflects, “even if the South Steelway Boulevard track were rebuilt, there is no economic justification for direct rail service on this track, and there also remain no assurances that the traffic would be sufficient for CSX to keep its segment of the connecting sidetrack in place.” *Id.* at 10.

A. The State Court Actions

On August 18, 2009, Ironwood and Steelway Realty Corporation commenced an action in New York State court “seeking declaratory judgment and damages based upon the unlawful interference with the use of the rights of way by the defendant JGP Properties.” A copy of this complaint (excluding the exhibits) is included hereto as Counsel’s Exhibit 3. The complaint alleged that Plaintiffs were successors in interest to the original easement holders, Woodard and Overmyer, and that such easements granted to each of them rights of way for railroad spur tracks “to be used in

common with others” across the JGB Property. Complaint ¶ 9-18. The complaint also alleged that, “upon information and belief,” the South Steelway Boulevard Line was “affixed to the real property in or around 1966 by Overmyer.” *Id.* ¶ 22. However, the complaint failed to state whether the Line received prior ICC/STB construction or use authority, or prior ICC/STB acquisition of control authority, and no evidence was submitted that any such authority was ever sought or granted.

Plaintiff’s complaint alleged as a cause of action that JGB inappropriately removed railroad tracks on its property and requested a declaratory order that Plaintiffs “are entitled to the continued use and maintenance” of the South Steelway Boulevard Line, and that “any further interference with the Plaintiffs’ continued use and maintenance” of the Line, including line removal, be enjoined. *Id.* ¶ 45-46. Plaintiff Ironwood also alleged “diminution in value” of its property and “loss of rent” associated with rail line interference, alleging that “Ironwood has sustained, and will continue to sustain, substantial damages” associated with JGB’s actions. *Id.* ¶ 51. Ironwood sought “monetary damages for the cost to remedy the interference, including, but not limited to the cost to replace the Railroad Tracks.” *Id.* ¶ 51.

Among other exhibits, attached to the complaint was a “Marketing Brochure” advertising the lease of Woodard Industrial District warehouse facilities divisible into four sections owned by Ironwood, and also referencing directly connecting Class I railroad service by “Conrail” via 12 separate “rail doors” available to prospective tenants. A copy of this Marketing Brochure is attached hereto as Counsel’s Exhibit 4.

The state court actions, described above, culminated in several pertinent decisions, at the state trial court level and on appeal, including:

- A trial court Order of December 22, 2009 finding, among other things, that “Ironwood has a continuing right to utilize and maintain” the South Steelway Boulevard Line;
- A trial court Decision of January 7, 2011 denying Ironwood’s claims for compensatory damages, and holding that Ironwood was entitled to punitive damages in an amount to be determined at a hearing (an Order in accordance with that Decision was signed thereafter on January 28, 2011);
- A court-approved Stipulation and Order of May 2, 2011 addressing the replacement of the South Steelway Boulevard Line tracks that had been removed, with the parties reserving their respective appellate rights;
- An Appellate Division Memorandum and Order of October 5, 2012 modifying in part the trial court’s January 28, 2011 Order, by granting Ironwood’s claim for compensatory damages and, as modified, affirmed; and remitting the matter back to the trial court to determine the amount of compensatory damages to be awarded to Ironwood as well as to conduct a hearing to determine punitive damages;
- A trial court Order of July 17, 2013 (over objection of JGB) vacating the Stipulation and Order providing for the replacement of the South Steelway Boulevard Line tracks;
- A trial court Order and Judgment of July 25, 2013 providing compensatory damages in the amount of \$141,572.00 together with interest and costs for a total judgment of \$195,763.22 – and ordering exemplary damages to be awarded in an amount to be determined following an evidentiary hearing; and
- A trial court Order of January 21, 2014 denying JGB’s motion to dismiss based on jurisdictional grounds and on the Plaintiffs’ failure to join necessary and indispensable parties.

Certain of these orders and decisions of are currently being further challenged and appealed by JGB in state court, including the last three noted items above.

II. ARGUMENT

A. Basis for Declaratory Order Request/Regulatory Framework

Under 5 U.S.C. §554(e) and 49 U.S.C. §721, the Board has broad authority to issue a declaratory order to terminate controversies or remove uncertainty. *Norfolk S. Ry. – Petition for Declaratory Order*, STB Docket No. FD 35701 (STB served Nov. 4, 2013). The ICC Termination Act of 1995 is a comprehensive regulatory scheme. *Chi. & N.W. Transp. Co. v. Kalo Brick & Tile Co*, 450 U.S. 311, 318 (1981). In 49 U.S.C. § 10501(a), Congress has given the Board jurisdiction over “transportation by rail carrier.” Section 10501(b) expressly provides that, where the Board has jurisdiction over “transportation by rail carriers,” which includes the carriers’ rail facilities of any kind (49 U.S.C. § 10102(9)), that jurisdiction is “exclusive,” and state and local laws are categorically preempted, including in areas where attempts are made under state law to regulate matters that are regulated by the Board, such as the construction, operation, use, and abandonment of rail lines. *Norfolk S.*, (STB served Nov. 4, 2013) at 3.

The purpose of federal preemption is to prevent a patchwork of local and state regulation from unreasonably interfering with interstate commerce in matters where the Board has exclusive jurisdiction. In such matters, “Congress chose to vest the STB with exclusive jurisdiction . . . and it is ‘uniquely qualified’ to determine whether state law is preempted by Section 10501(b). *N.Y. & Atl. Ry. Co. v. STB*, 635 F.3d 66 (2011) (citing *Green Mountain R.R. Corp. v. Vermont*, 404 F.3d 638, 639-43 (2d Cir. 2005). This Petition, asking for relief from landowner initiatives to utilize state law to enforce

alleged rights to construct, acquire, operate, or use STB regulated common carrier rail lines absent prior agency approval, and, in the end, extract significant damages (including punitive damages) for those alleged rights, goes to the heart of federal preemption matters that require full and prompt consideration by this Board. *See, e.g., Suffolk & S. R.R. – Lease & Operation Exemption – Sills Rd. Realty, LLC*, STB Finance Docket No. FD 35036 (STB served Oct. 12, 2007) (“*Suffolk*”) (cease and desist order issued prohibiting further rail line activities or use where “no party has sought authority from the Board to construct any facilities at this site”).

1. STB Jurisdiction over Railroad Lines

The Board has exclusive jurisdiction over two types of railroad track – certain railroad lines used in line-haul service and “excepted” auxiliary track (*e.g.* spur, industrial, team, or switching tracks where a track is constructed by a rail carrier and it is incidental to that rail carrier’s other track). The rail lines subject to STB jurisdiction consist of certain main lines and branch lines (*i.e.*, lines that branch off from main or “trunk” lines) to provide common carrier service to particular areas, communities, or industrial parks. The Board does not have jurisdiction over certain “private track,” *e.g.*, industrial track where private industry switch operations are constructed/used to service *one* independent shipper. *See, e.g., Suffolk* (STB served Nov. 16, 2007) at 1 n.1.

As explained further below, the Woodard Industrial District rail line at issue was contemplated in the mid-1960s to be a common carrier line, which is subject to the STB’s jurisdiction. It is not a private track and therefore outside of the STB’s jurisdiction – in part because it would be available to provide common carriage to all

present and future shippers and receivers in the Woodard Industrial District who could be served by the project. In this respect, the warehouse facilities were specifically established to provide direct, independent rail service to dozens of warehouse door spots of each of the individual shippers/receivers located in the industrial park. *See, e.g., Midwest Gen., LLC – Exemption from 49 U.S.C. 10901 – for Constr. in Will Cnty., IL, STB Finance Docket No. FD 34060 (STB served Mar. 21, 2002) (exempting proposed construction of 4,007 feet of connecting common carrier rail line track in Illinois to be used to carry shipper’s traffic and third party traffic).*

Additionally, the line does not qualify as “spur, industrial, team, switching, or side tracks” that are exempt from regulatory approval under 49 U.S.C. § 10906, but for which state and local regulatory authority still remains preempted under 49 U.S.C. § 10501(b). *See e.g., Effingham R.R. – Petition for Declaratory Order – Constr. at Effingham, IL, 2 S.T.B. 606, 608 (1997) (“Effingham”)* (proposed construction of a short rail line in industrial park by new carrier “into territory not already served by the carrier” is a common carrier line and not an excepted spur).

B. The South Steelway Boulevard Line is an Unauthorized Common Carrier Line

The Board has jurisdiction over “transportation by rail carrier.” 49 U.S.C. § 10501. Whether a rail line constitutes transportation by rail carrier under section 10501 requires “a fact-specific determination,” based on an analysis of the specific line and related transportation activities involved, as well as whether those activities and use of the facilities are performed by a rail carrier. *See, e.g., New England Transrail, LLC –*

Constr., Acquisition & Operation Exemption – in Wilmington & Woburn, MA, STB Finance Docket No. FD 34797 (STB served July 10, 2007) at 9-11 (“*New England Transrail*”); *H&M Int’l Trans., Inc. Petition for Declaratory Order*, STB Finance Docket No. FD 34277 (STB served Nov. 12, 2003) at 2.

1. The South Steelway Boulevard Line and Its Prior Use Constitutes “Transportation”

The term “transportation” is broadly defined at 49 U.S.C. § 10102(9) to include in relevant part a “warehouse, yard, property, facility, instrumentality . . . of any kind related to the movement of . . . property . . . by rail, regardless of ownership or an agreement concerning use.” There should be no doubt that the South Steelway Boulevard Line fully meets the definition of transportation. Among other things, this includes the following facts:

- The South Steelway Line is connected to CSXT’s St. Lawrence Subdivision, and when constructed, was specifically designed to connect the tenants of the Woodard Industrial District in direct rail service with CSXT’s predecessor, the New York Central Railroad Company, and thus is integrally related to the provision of interstate rail transportation service. (*Betak V.S.* at 1-2);
- The easement originally conveyed to allow for subsequent construction, specifically granted a “right of way for a railroad spur track to be used and enjoyed in common with others.” (*Id.* at 2);
- The Conrail ZTS maps depicting the involved lines show the lines located on the JGB property to be “main tracks, sidings, switching leads, or railroad scale tracks.” (*Id.* at 3);
- The rail line weight of the lines on the JGB property (105 lb.), is typical for the era for New York Central for its mainline and siding track. (*Id.* at 4); and
- By intent and design, the line was constructed and established to allow for “traffic in direct service all the way to the warehouse doors of receivers/shippers.” (*Id.*).

These facts demonstrate that the South Steelway Line fits directly within the 49 U.S.C. § 10102(9) definition of transportation.

- a. **The Line is Subject to the Board’s Jurisdiction under 49 U.S.C. § 10901 and is not Excepted Track under 49 U.S.C. § 10906.**

While the South Steelway Line may have certain attributes of spur track, it does not meet the attributes of an exempt spur under 49 U.S.C. § 10906 because it was created and established by a non-railroad with the design and intent that it be used as a common carrier rail line; therefore, it required prior agency authority to be constructed. *See Effingham*, 2 S.T.B. at 606; *Rock River R.R. – Acquisition & Operation Exemption – Rail Lines of Renew Energy, LLC*, STB Finance Docket No. FD 35016 (STB served May 10, 2007) at 2.

In *Effingham*, the Board held that, unlike instances where a connecting a Class I controlled and operated a new line of track connecting its *own* connecting main line with the site of an industrial park, where the acquisition of a line became a non-railroad entity’s “entire line of railroad and was not, as to the [entity], a siding or spur,” then it became a line of railroad, and was not statutorily exempt from prior agency approval under section 10906. *Id.* (STB served Sept. 18, 1998) at 4-6; *accord Bulkmatic R.R. – Acquisition & Operation Exemption – Bulkmatic Transp. Co.*, STB Finance Docket No. FD 34145 (STB served Nov. 19, 2002) (citing with approval *Effingham* and determining that “excepted track [is] necessarily incidental to a common carrier’s other track, and a common carrier’s only trackage could not therefore be deemed to be excepted within the meaning of 49 U.S.C. 10906”); *Chicago Rail Link, L.L.C. – Lease &*

Operation Exemption – Union Pac. R.R., STB Finance Docket No. FD 33323 (STB served Sept. 2, 1997) at 5 (even short track in rail yard intended by new entity to reach new customers is a common carrier rail line); *Tex. Cent. Bus. Lines Corp. – Operation Exemption – MidTexas Int’l Ctr.*, STB Finance Docket No. FD 33997 (STB served Sept. 17, 2002) at 2-3 (same).³

2. The South Steelway Boulevard Line and Its Prior Use Were Undertaken By a Rail Carrier

Under 49 U.S.C. § 10102(5), a “rail carrier” means a person providing common carrier railroad transportation for compensation.” As set forth, *supra*, “transportation” is very broadly defined. 49 U.S.C. § 10102(6) defines “railroad” in a similar broad fashion, as including “the road used by a rail carrier and owned by it or operated under an agreement,” and “a switch, spur, track, terminal, terminal facility, and a freight depot, yard, and ground, used or necessary for transportation.” While the term “common carrier” is not separately defined, the Board has held that “it refers to an entity that holds itself out to the general public as engaged in the business of transporting property from place to place for compensation.” *New England Transrail*, (STB served July 10, 2007) at 10-11. In determining whether there has been a holding out, the Board “look[s] to the character of the service of the party in relation to the public.” *Am. Orient Express Ry. – Petition for Declaratory Order*, STB Finance Docket No. FD 34502, (STB served Dec. 29, 2005) (“*American Orient Express*”) at 4 (citing *Pa. R.R. – Merger – New*

³ Should the Board somehow determine that the involved track is excepted track within § 10906, while there would be no prior construction approval requirement, the Board still has exclusive jurisdiction over the track under 49 U.S.C. § 10501(b)(2).

York C. R.R., 347 I.C.C. 536, 549 (1974). Here, the establishment and use of the tracks clearly show that the South Steelway Boulevard Line fully meets the definition of a rail carrier.

First, as shown above, the very purpose of the line was to be “used and enjoyed in common with others.” *Betak V.S.* at 1-2. The Board has cautioned that, “it is only under relatively narrow circumstance that the [agency] has found a carrier providing rail transportation not a for-hire common carrier.” *N. Plains R.R. – Const. & Operation Exemption – Musselshell & Yellowstone Cntys., MT*, ICC Docket No. FD 32077 (ICC served Dec. 18, 1992), 1992 WL 383329 at *2. The Board has clarified this narrow category as follows:

[T]here is a category of rail operations that falls outside the Board’s statutory jurisdiction. It consists of private tracks, typically built and maintained by a shipper (or for a shipper at the shipper’s expense) and operated by the shipper (or its contractor) to serve only that shipper, moving the shipper’s own goods, so that there is no “holding out” to serve other shippers for compensation.

B. Willis, C.P.A. Inc. – Petition for Declaratory Order, STB Finance Docket No. FD 34013, (STB served Oct. 3, 2001). Further, even if a railroad does “not hold itself out to serve all business at all times” and it serves only a “subset of the public, it nevertheless holds itself out” as a common carrier. *American Orient Express* (STB served Dec. 29, 2005) at 5. The purpose of the South Steelway Boulevard Line, and the prior transportation carried over the line, unlike private rail carriage performed solely on behalf of *one* company as an arm of the owner’s non-transportation business, was to serve all the

various shippers and receiver tenants in the Woodard Industrial Park. V.S. Betak at 3-4. Accordingly, the line cannot be a private spur.

Second, the fact that the purported owners of the South Steelway Boulevard Line have held themselves out to maintain the line and did not actually engage in operating the line does not alter the analysis. In this respect, in order to actually operate over the South Steelway Boulevard Line, standard switch and operating agreements with the connecting line-haul carriers would have been required to allow for railroad interchange and service to the warehouse spots. V.S. Betak at 5. One such former Conrail “Sidetrack Agreement” is included at Exhibit 6 to Mr. Betak’s Verified Statement. Tariffs and other associated terms and conditions were incorporated into this interchange/operating agreement. *Id.* These terms and conditions of service included fees for maintaining connecting Class I carrier mainline switches, and track and facility maintenance requirements for all the lines over which the connecting Class I railroads operated. *Id.* at 5-6. Such operating agreements governing terms and conditions for operations by the connecting railroad are standard operating procedure. *Id.*

As the Board has held, where a business entity proposes to build/acquire and use a rail line available to provide common carriage to shippers/receivers who could be served by the proposed project, any such associated operating agreements cannot be used to relieve the entity of its residual common carrier obligation:

Even though [prospective owner] would not actually operate the line, any contract between [prospective owner] and [carrier] pursuant to which [carrier] would operate over the line, would not relieve [prospective owner] of the common carrier obligations it would acquire. Even if [carrier] operates

over the line, [prospective owner] would retain a residual common carrier obligation. *In sum, because the line to be built would be a railroad line and [prospective owner] would become a common carrier by railroad, [prospective owner] must obtain authority for its construction from us.*

*Midwest Generation, LLC – Exemption from 49 U.S.C. 10901 – for Constr. in Will Cnty., IL, STB Finance Docket No. FD 34060 (STB served Mar. 21, 2002), 2002 WL 437218 at *4 (emphasis added) (citing Big Stone – Grant Indus. Dev. & Transp., L.L.C. – Constr. Exemption – Ortonville, MN and Big Stone City, SD, ICC Finance Docket No. FD 32645 (ICC served Sept. 26, 1995).*

Third, while it is unclear what involvement the purported South Steelway Boulevard Line owners (current or past) may have had over railroad service and terms and conditions of service for individual Woodard Industrial Park shippers/ receivers, even if there was a lack of control, this does not change the analysis. As held by the District of Columbia Circuit: “[t]o be a common carrier, a company need only, in practice, serve the public indiscriminately and not make individual decisions, in particular cases, whether and on what terms to deal.” *Am. Orient Express Ry. v. STB*, 484 F.3d 554, 557 (D.C. Cir. 2007) (internal quotations and references omitted). Furthermore, where, as here, a purported owner of a line has responsibility to maintain its line “at whatever level,” such “responsibilities for maintenance of the line for interstate freight service brings it within the ICA.” *Staten Island Rapid Transit Operating Auth. v. ICC*, 718 F.2d 533, 539-40 (2nd Cir. 1983).⁴

⁴ Additionally, no direct monetary remuneration for use of the line is required, where, as here, any cost of maintaining the lines might be a factor in establishing the

Fourth, the fact that the South Steelway Boulevard Line has been unused (and apparently unmaintained) for over a decade, that CSXT has “spiked” the connecting switch preventing connecting rail service and has never operated the line, and that none of the current businesses along the track require or use direct rail service (*see* V.S. Betak at 2, 9) does not change the Board’s exclusive jurisdiction over the line sought to be constructed, used, and maintained for rail service. As held by the Board:

Because [a line] was once a rail line, the carrier’s reduced or ceased freight service and its treatment of the line as a spur does not, in and of itself, effect a conversion so as to unilaterally divest us of jurisdiction over its jurisdiction.

Bhd. of Maint. of Way Emps. & Soo Line Sys. Div., et al. v. CP Rail Sys. et al., STB Finance Docket No. FD 32835 (STB served June 10, 1997), at 3.

C. The Past and Continuing South Steelway Boulevard State Law Actions Are Preempted

1. All State Law Actions Aimed at the Construction and Use of the South Steelway Boulevard Line Are Categorically Preempted

The ICC, and now the Board, has licensed rail-carrier entry and exit for almost a century. Common carrier rail lines cannot be built absent STB regulatory approval. *See* 49 U.S.C. §§ 10901, 10502 and their predecessors. The STB exerts

Woodard Industrial District warehouse tenants’ lease obligations. *See, e.g., Donato v. United Grain Corp.*, 573 P.2d 811, 813-15 (Wash. App. 1977). Indeed, even without railroad service occurring in over a decade over the involved lines and with a lack of maintenance activities, the plaintiffs still specifically alleged in their state court actions that they “enjoy[] the benefit and use of” the South Steelway Boulevard Line, and that they had experienced a loss of rent and “diminution in value” of their property producing “substantial damages” associated with their loss of ability to fully use and maintain the Line. *See* Counsel’s Exhibit 1, at ¶¶ 48, 51.

regulatory authority over the construction and operation of common carrier rail lines that are “part of the interstate rail network.” 49 U.S.C. §10501(a)(2)(A). Any person contemplating construction of a rail line subject to the STB’s regulatory jurisdiction must either obtain a certificate of public convenience and necessity from the STB (*see* 49 U.S.C. §10901) or obtain a STB-issued exemption from the certificate requirements (*see* 49 U.S.C. §10502). If the Board has jurisdiction, then state lawsuits pertaining to the construction and use of common carrier lines are preempted by 49 U.S.C. § 10501(b), which gives the Board exclusive jurisdiction over property used in connection with rail transportation.

In this case, the South Steelway Boulevard Line was constructed in or around 1966. *V.S. Betak* at 3. However, both today, and some 48 years ago when the lines were first constructed, such common carrier lines required *prior* agency approval. Under 49 U.S.C. §10901, a person is required to file an application asking the STB to issue an order approving its proposed line construction. The STB is required to approve a properly filed application unless it finds that the application is “inconsistent with the public convenience and necessity.” 49 U.S.C. §10901(c).⁵ Once a line is established as a common carrier rail line, a railroad may not “abandon” a rail line – *i.e.*, permanently close the line and discontinue common carrier rail service – without prior Board

⁵ Prior to the Staggers Rail Act of 1980, Public Law 96-448, and at the time of the construction of the tracks at issue in the mid-1960s, the statutory predecessor to § 10901 was codified at 49 U.S.C. § 1(18), and requiring a more stringent standard for approval showing that the public convenience and necessity require or will be enhanced by the proposal – thus, requiring an affirmative showing that there would be a gain or improvement from the proposal.

approval. As demonstrated above, the language of 49 U.S.C. § 10501(b) on its face gives the Board exclusive and preemptive jurisdiction over the South Steelway Boulevard Line, at least to the extent that any entity is demanding the right to construct, use, or maintain the line.

Additionally, since the South Steelway Boulevard Line historically did serve customers in the industrial park 10+ years ago, it may have engaged in unauthorized common carrier operations in contravention of 49 U.S.C. § 10901. “A person knowingly authorizing, consenting to, or permitting a violation of sections 10901 . . . of this title is liable to the United States Government for a civil penalty” for each violation (49 U.S.C. § 11901(a), (c)) with separate violations occurring each day the violation continues. Where an unauthorized line has been constructed, and operations ensued, the STB has not hesitated to issue an appropriate cease and desist order. *See, e.g., Suffolk* (STB served Oct. 12, 2007) (STB issues cease and desist order prohibiting further rail line activities or use where “no party has sought authority from the Board to construct any facilities at this site”); *Honolulu Freight Serv. v. Haw. Express Serv., Inc.*, 346 I.C.C. 18, 24 (1973) (Div. 1) (same) (“*Honolulu Freight*”). Also, the agency has full authority to order divestiture or other appropriate remedial order of any unlawful acquisition or control of common carrier lines, which may have also occurred here. *See, e.g., Gilbertville Trucking Co. v. United States*, 371 U.S. 115, 117, 129-30 (1962); *Ass’n of P&C Docket Longshoremen*, 8 I.C.C.2d 280, 295 (1992).

In this instance, the original easement holders possessed a “right of way for a railroad spur track to be used and enjoyed in common with others.” Of course, this

grant, even if properly conveyed (which JGB disputes), was at best a *permissive* right to construct and use a rail line on a right of way. However, only the ICC (in 1966), and today the STB, has the right to authorize common carrier rail line construction, which in this case, was apparently never sought or obtained. Additionally, any transfer of control of that line, including now to the current purported owners of the track, may require agency approval. *See* 49 U.S.C. § 11323.

At best, the South Steelway Boulevard Line is an unauthorized rail line. In such instances, the carrier's "only recourse, if it desires to continue its . . . operations and accept shipments . . . is to obtain the appropriate . . . authority from [the Board]." *Honolulu Freight* at 24. For the reasons set forth in the next section, including the lack of service over the South Steelway Boulevard Line in over a decade, the lack of maintenance and disrepair of the line, the lack of line compliance with FRA or industry standards for operating track, and the lack of present or future need for service over the line, it is highly unlikely that the Board's section 10901 public convenience and necessity test would be satisfied were such a future application to be sought.

In addition, even where it appears without confirmation that application of § 10901 may have been triggered, the Board has not hesitated to require affected entities to "supply the Board with specific information regarding any existing operations it is conducting over the line; and to show cause why any such operations and the construction of the line without prior Board approval did not violate statutes and regulations administered by the Board." *Cordele Intermodal Serv. R.R. – Acquisition and*

Operation Exemption – Rail Line at E. Indus. Park, Cordele, GA, STB Docket No. FD 35509 (STB served June 2, 2011).

2. All State Law Remedies Sought Aimed at the Construction and Use of the South Steelway Boulevard Line Are Categorically Preempted

Besides granting the STB’s exclusive authority over both common carrier lines and exempt spur lines, 49 U.S.C. § 10501(b) also expressly provides that “the remedies provided under [49 U.S.C. §§ 10101-11908] are exclusive and preempt the remedies provided under Federal or State law.” In this case, substantial, multi-year state court litigation has ensued resulting in, among other things, the award of significant damages (including punitive damages) by the state courts relying on the purported rights of the South Steelway Boulevard Line owners to use and maintain their track, and at least initially a consent order mandating rehabilitation and construction of the line by JGB.

Again, the state courts have no such authority to interfere with the STB’s exclusive authority over rail line construction and use, as any state claims for damages or injunctive relief over the construction, operation, or use of common carrier lines are categorically preempted under 10501(b). *See, e.g., S. D. R.R. Auth. v. Burlington N. & Santa Fe Ry.*, 280 F.Supp.2d 919, 934-35 (D. S.D. 2003) (state law claims for punitive damages and tortious interference are preempted by ICCTA, and “[t]he power to punish with huge monetary penalties is the most stringent ‘regulation’ possible”). Preemption concerns are heightened here, because of the type of relief and significant punitive

damages awarded,⁶ and because a number of interested parties in the Woodard Industrial District, including those who may have no interest in obtaining current or future rail service, but who have filed, or threatened to file related “copy-cat” state law actions seeking similar monetary damages pertaining to their alleged “right” to obtain access to and service over an unauthorized rail line.

D. Alternatively, If the South Steelway Boulevard Line Is Determined to Be an Authorized Common Carrier Line, the STB Should Issue an Order Under §10903 that a *De Facto* Abandonment Has Occurred

If the Board determines that the South Steelway Boulevard Line is currently an authorized common carrier line, pursuant to 49 U.S.C. §10903 and 49 C.F.R. Part 1152 *et seq.*, JGB hereby applies for a certificate of public convenience and necessity authorizing the adverse abandonment of the Woodard Industrial District lines on the property of JGB to enable the property to be productively utilized and developed for non-rail use and without encumbrance. JGB specifically requests that the STB issue an order that a *de facto* abandonment has occurred, as demonstrated by the lack of use of the line for well over a decade, the lack of maintenance and disrepair of the line, the lack of compliance with FRA or industry standards for operating track, and the lack of present or future need for service over the line. In support thereof, JGB states as follows:

1. Basis for Relief Sought/Applicable Standards

A noncarrier may seek an adverse abandonment under 49 U.S.C. § 10903, upon establishing a “proper interest in the proceeding.” *Thompson v. Tex. Mexican Ry.*

⁶ JGB strenuously disagrees with the state law decisions awarding relief and damages, including punitive damages, and it is currently appealing those decisions.

Co., 328 U.S. 134, 145 (1946); *Chelsea Prop. Owners -- Abandonment -- Portion of the Consolidated R. Corp's W. 30th Street Secondary Track in N.Y., NY*, 7 I.C.C. 2d 991, 1001-02 (1991). The statutory standard for the granting of an application for abandonment is whether the “public convenience and necessity require or permit the abandonment.” 49 U.S.C. § 10903(d).

The standards for evaluating adverse abandonment (and discontinuance) requests filed by third parties are fundamentally the same as those applicable to evaluating such requests submitted by the carriers themselves, *i.e.*, a balancing of the harm that would be caused by the abandonment or discontinuance against the harm that would be caused by requiring continued operations. *See Minnesota Commercial Ry. – Adverse Discontinuance in Ramsey Cnty., MN and MT Props., Inc. – Adverse Abandonment – In Ramsey Cnty., MN*, STB Docket No. AB-882, (STB served July 16, 2008).

a. The Line Has Been Out of Service for Over a Decade, There is No Potential for Continued Operations, and No Reasonable Steps Have Been Taken to Attract Traffic

Adverse abandonment will be denied where there is a potential for continued operations and the carrier has taken reasonable actions to attract business on the line. *Salt Lake City Corp. – Adverse Abandonment – In Salt Lake City, UT*, STB Docket No. AB-33 (Sub-No. 183) (STB served Mar. 8, 2002) 2002 WL 368014 *5-*6.

In contrast, the clear facts here show:

- No efforts have been taken to attract business and CSXT has “spiked” the connecting switch, precluding any such service. No rail service has occurred over the line in over a decade, none of the current businesses along the track require or

use direct rail service, and part of the tracks are completely paved over by a private at-grade crossing. V.S. Betak at 2, 4, 8-9.

- Physically, the tracks “are in very poor shape and fail all critical requirements established by the Federal Railroad Administration for Class 1 (10 mph) track, as well as industry standards for operable track.” There are trees and weeds growing through the tracks, and “rotten ties, loose spikes, etc. [that] have not been remedied and are in clear violation of all safety regulations.” *Id.* at 5-6, 8-9.
- The former design of the South Steelway Boulevard Line is obsolete today (e.g., with non-standard curvature exceeding industry standards). “Significant track reconfiguration would be required to provide service to Woodard Industrial District shippers/receivers.” *Id.* at 5-6.
- Even if the Line could be rebuilt/rehabilitated to its original state a half century ago “in a very different freight and economic era” of 40’, single-door boxcars, with warehouse freight doors built to accommodate those boxcars, any such initiative to rebuild the lines would only result in the construction of a “track to nowhere.” *Id.* at 2, 9.

There is no reasonable economic or other justification for continued rail service on this track. Where a line has been out-of-service for a significant period of time and the rail carrier has shown a lack of interest and/or ability to undertake the actions needed to restore service, the Board may find that a *de facto* abandonment already has occurred, and issue a formal order under 49 U.S.C. § 10903 over the defending carrier’s objections and in spite of arguments about future traffic potential. *See Modern Handcraft, Inc. -- Abandonment*, 363 I.C.C. 969 (1981).⁷

⁷ To be clear, JGB recognizes that a *de facto* cessation of service does not eliminate the legal requirement for an entity to obtain a Board order authorizing line abandonment and termination of rail service under 49 U.S.C. § 10903 and that the Board maintains jurisdiction over the line until abandonment authorization is obtained. *See State of Vt. & Vt. Ry. – Discontinuance of Serv. Exemption – In Chittenden Cnty., VT Trs. of the Diocese of Vt., et al.*, ICC Docket no AB-265 (Sub-No. 1X) (ICC Decided July 7, 1987), 1987 WL 98897 at *2. Such formal abandonment authorization is sought here.

In *Modern Handcraft* there were remarkably similar factual circumstances, with an adjacent landowner seeking adverse abandonment of a rail line where no service had taken place over a line in over a decade. In the proceeding, the petitioner/applicant was seeking to use the Agency's abandonment decision to allow it to extinguish an easement to allow property to be developed for higher and better use, as is the case here. There, as here, approval of the requested abandonment would not actually result in any loss of service to shippers as there was no recent or existing demand for rail service. The Commission found as follows:

The record leaves no doubt that a *de facto* abandonment of the . . . line has taken place. No rail service or recognizable rail track maintenance has taken place since September 1968 [12 years]. Nor has there been any serious effort on the part of the [rail carrier] to solicit traffic or reinstitute rail service. Indeed, the current use of the rail line for parking lot and billboard purposes is totally unrelated to the carrier's obligation to perform rail service. The only objection to abandonment comes from the carrier itself, whose principal interest appears to be the price and terms for the sale of the right-of-way.

Modern Handcraft, 364 I.C.C. at 971. Based on these findings, the Commission determined that the public convenience and necessity permitted abandonment of the line.

In reaching its decision, the Commission specifically agreed with an involved state court's findings that such an unused right of way suitable for other purposes should not be allowed to persist as a means of thwarting more productive land use development:

We do not believe the ICC will allow this appellant-railroad to persist in a nonservice (embargoed) status and continue to exist under the façade of an operating railroad merely to keep

a right-of-way easement in the metropolitan area out of public use in the face of the congressional intent evidence by 49 U.S.C. sec. 1a(10), which clearly demonstrates a national policy that unused railroad right-of-ways be utilized where feasible for other public purposes.

Id. at 972.

Applying the foregoing principles to the South Steelway Boulevard Line, it is clear that a similar *de facto* abandonment of the line has taken place, based on the fact that, like in *Modern Handcraft*, “no rail service or recognizable rail track maintenance has taken place” in over a decade; no “serious effort” has been taken “to solicit traffic or reinstitute rail service;” and “the only objection to abandonment comes from the carrier itself, whose principal interest appears to be the price and terms for sale of the right-of-way.” Abandonment will permit the adjoining land and right-of-way to be redeveloped for higher valued purposes and promote local economic development. The land is located in the Syracuse metropolitan area, and the land is potentially much more valuable if redeveloped and used for other more suitable purposes.

Abandonment is also necessary to further the National Transportation Policy goals of 49 U.S.C. § 10101 because abandonment will foster the policy by:

- minimizing the need for Federal regulatory control over the rail transportation system and to require fair and expeditious regulatory decisions when regulation is required (§ 10101(2));
- promoting a safe and efficient rail transportation systems (§ 10101(3));
- reducing regulatory barriers to exit from the industry (§ 10101(7)); and
- operating transportation facilities and equipment without detriment to the public health and safety (§ 10101(8)).

Finally, none of the other goals of the National Transportation Policy will be adversely affected.

b. Based on the Unique Circumstances of this Case, JGB Requests that the Board Waive its Normal Application Filing Requirements

In light of the unique facts set forth in this Petition, and the fact that its request for adverse abandonment may be moot should the Board determine that the South Steelway Boulevard Line is an unauthorized rail line as set forth *supra*, JGB hereby respectfully petitions the Board to waive the normal application and associated filing requirements that would otherwise be applicable under 49 C.F.R. Part 1152.1 *et seq.*, especially in light of the irrelevance of much of the information sought by the regulations to the matter under consideration. As the Board has held in similar instances:

The Commission ordinarily rejects abandonment and discontinuance applications not substantially conforming to its regulations at 49 CFR 1152 Subpart C. Nevertheless, in appropriate instances and particularly with respect to adverse applications, the Commission has waived inapplicable and unneeded portions of these regulations. *See e.g.* Docket No. AB-167 (Sub-No. 1094), *Chelsea Prop. Owners-Aban. New York, NY* (not printed), served July 19, 1989 (*Chelsea*). Here, as in *Chelsea* there is no point in requiring the submission of traffic data, data on revenues and costs, and information about transportation alternatives. Nor does there appear to be any reason to require strict conformity to the Commission's other abandonment and discontinuance regulations, particularly since they do not relate well to adversarial applications. . . . Accordingly, petitioner's waiver request will be granted to the extent necessary for the Commission to consider the merits of the application.

Fore River R.R. – Discontinuance of Serv. Exemption -- Norfolk Cnty., MA, Docket No. AB-359, (ICC served Feb. 13, 1992). The facts presently before the Board in this case

merit similar treatment. Strict compliance with regulations which “do not relate well to adversarial applications” is unnecessary in this case, and all of the pertinent information is otherwise fully covered and discussed herein.⁸

Additionally, Pursuant to 49 U.S.C. § 10502 and the Board’s regulations at 49 C.F.R. §§ 1121.1, 1152.50, and 1152.60, an abandonment Petition of this nature would normally be treated as an exempt transaction.⁹ Absent an exemption, such an abandonment request would require a more burdensome application and prior Board approval under 49 U.S.C. § 10903. Pursuant to 49 U.S.C. § 10502, the Board, however, is directed to exempt a transaction, such as an abandonment, or service from regulation if it finds, as here, that (1) continued regulation is not necessary to carry out the transportation policy of 49 U.S.C. § 10101; and (2) either (A) the transaction or service is of limited scope, or (B) regulation is not needed to protect shippers from the abuse of market power. *See* 49 C.F.R. § 1121.2; *see also, e.g., Wyo. & Colo. R.R. -- Abandonment Exemption -- Jackson Cnty., CO*, Docket No. AB-307 (Sub-No. 2X) (ICC served May 19, 1995). All such requirements are clearly met here. As shown, JGB’s proposed abandonment is fully consistent with the goals of the National Rail Transportation Policy,

⁸ If the Board were ultimately to determine that a separate formal adverse abandonment application is necessary, JGB is prepared to file one, and it should not be prejudiced by any failure to commence a separate and distinct formal proceeding at this time.

⁹ In light of the circumstances, Petitioner also asks that it be afforded exemption from the requirements for Offers of Financial Assistance procedures (49 U.S.C. §10904) and public use conditions (49 U.S.C. §10905) because they are inappropriate here. *See, e.g., Cnty. of Coahoma, MS – Abandonment Exemption – In Tallahatchie and Coahoma Cntys., MS et al.*, STB Docket No. AB-479X (STB served June 15, 2001).

is extremely limited in scope, and no affected shippers will be exposed to a potential abuse of market power.

On the indisputable facts herein presented, abandonment of the use and operations over the South Steelway Boulevard Line should be summarily approved.

CONCLUSION

WHEREFORE, the Board should institute a declaratory order as requested and described in this Petition.

Respectfully submitted,


Peter A. Pfohl
Christopher A. Mills
Slover & Loftus LLP
1224 Seventeenth St. N.W.
Washington, D.C. 20036
Telephone: (202) 347-7170
Facsimile: (202) 347-3619
pap@sloverandloftus.com

Dated: April 8, 2014

*Attorneys for Petitioner
JGB Properties, LLC*

CERTIFICATE OF SERVICE

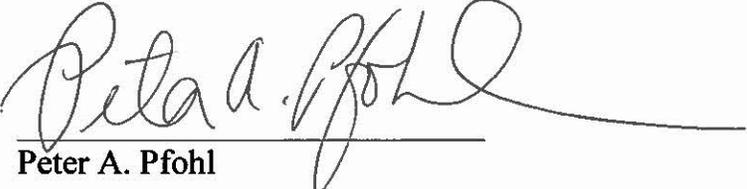
I hereby certify that this 8th day of April, 2014, I served copies of JGB Properties LLC's Petition for Declaratory Order by United States mail, first class postage prepaid on designated outside counsel for the known participants in the state law actions involving matters arising in this Petition, as follows:

David G. Linger
Hancock Estabrook, LLP
1500 AXA Tower I
100 Madison St.
Syracuse, NY 13202
Attorney for
Ironwood, LLC
Steelway Realty Corp.
4550 Steelway Boulevard, LLC
Plainville Farms, LLC
JSF Services, LLC

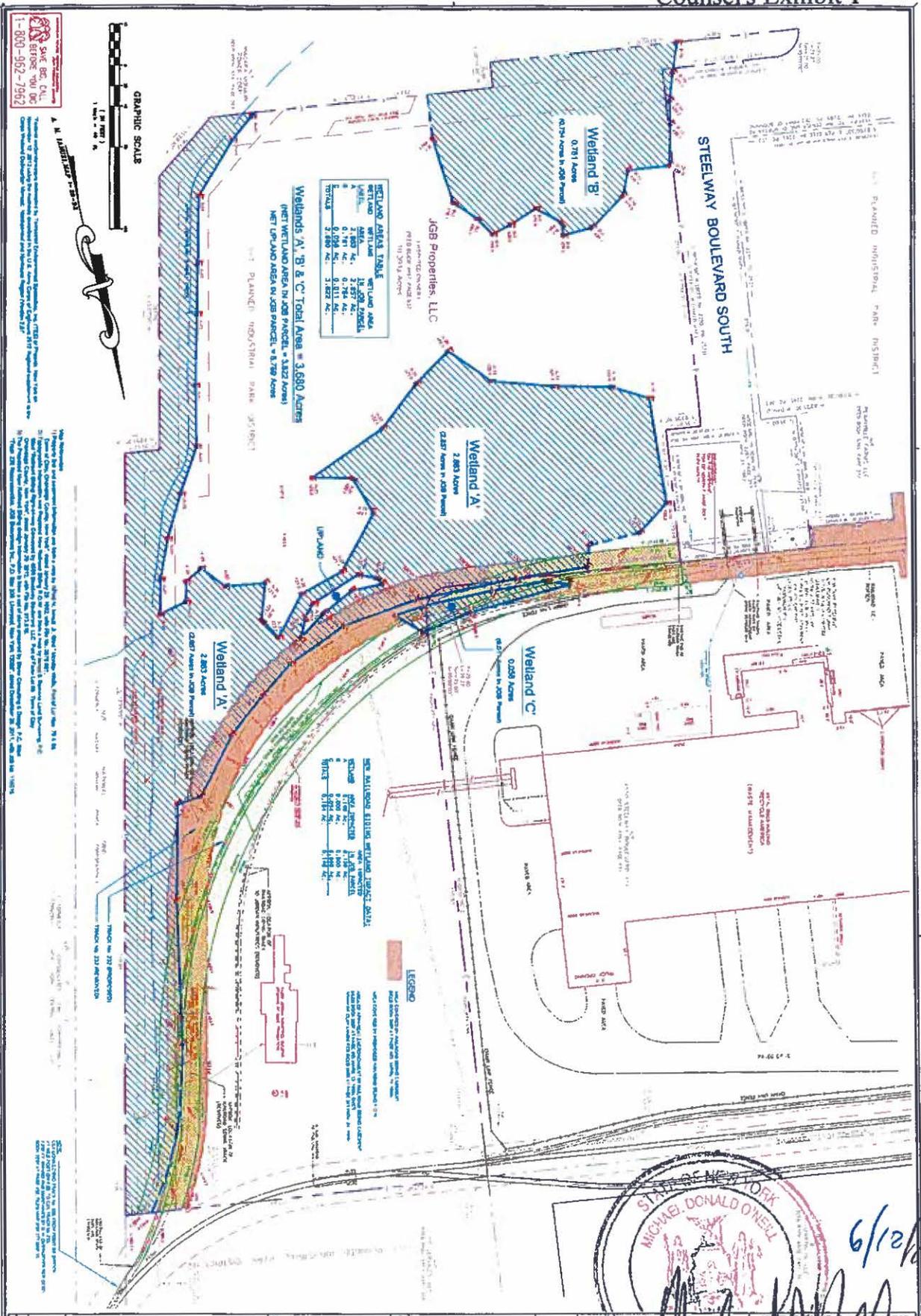
Robert M. Germain, Esq.
Germain & Germain
314 East Fayette Street
Syracuse, New York 13202
Attorney for Town of Clay, New York

Terence A.J. Mannion, Esq.
Mannion Copani
306 Syracuse Building
224 Harrison Street
Syracuse, New York 13202
Attorney for
Tri-Martin IV, LLC
550BSA III, LLC

Terence L. Robinson, Jr.
Nixon Peabody, LLP
1300 Clinton Square
Rochester, New York 14604-1792
Attorney for
CSX Transportation, Inc.


Peter A. Pfohl

COUNSEL'S EXHIBIT 1



<p>Map of Site Survey WETLANDS & EASEMENTS JGB PROPERTIES, LLC PARCEL</p>	<p>TOWN OF CLAY STATE OF NEW YORK SCALE: 1"=20' MILITARY LOT 88 COUNTY OF ONONDAGA DATE: MAY 20, 2013 JOB NO. 12-005 DISK. CD COMP. FILE NO. 10-111-1000000</p>	<p>AMERICAN GROUP CIVIL ENGINEERING P.O. BOX 274 SANGAREE, SC 29150 PHONE: (815) 885-0000 WWW.AGROUPENGR.COM COPYRIGHT © 2013 AMERICAN GROUP LTD.</p>
	<p>6/12/13</p>	<p>STATE OF NEW YORK MICHAEL DONALD O'NEIL</p>

COUNSEL'S EXHIBIT 2

COUNSEL'S EXHIBIT 3

STATE OF NEW YORK SUPREME COURT
COUNTY OF ONONDAGA

IRONWOOD, L.L.C. and STEELWAY REALTY
CORPORATION,

Plaintiffs,

vs.

JGB PROPERTIES, LLC,

Defendant.

COMPLAINT

Index No.

MANCOCK & ESTABROOK, LLP COUNSELORS AT LAW 1500 AXA TOWER 1 SYRACUSE, NEW YORK 13202

Plaintiffs, Ironwood, L.L.C. ("Ironwood") and Steelway Realty Corporation ("Steelway") (collectively, the "Plaintiffs") by and through their attorneys, Hancock & Estabrook, LLP, as and for their complaint seeking declaratory judgment and damages based upon the unlawful interference with the use of the rights of way by the defendant JGB Properties ("Defendant" or "JGB"), alleges as follows:

Nature Of Action

1. This is a complaint for declaratory judgment and damages based upon the Defendant's unlawful interference with Ironwood's right of way under a Right of Way Agreement between Woodard Industrial Corporation ("Woodard") and D.H. Overmyer Company, Inc. ("Overmyer"), recorded in the Onondaga County Clerk's Office in Book 2297 at Page 465, (the "Ironwood Easement") a copy of which is attached hereto as Exhibit "A", and Steelway's right of way under a deed between Woodard and Overmyer recorded in the Onondaga County Clerk's Office in Book 2274 at Page 545, (the "Steelway Easement") a copy of which is attached hereto as Exhibit "B" (collectively, the "Railroad Easements").

Parties

2. Ironwood is a domestic limited liability company organized under the laws of the State of New York and has its principal place of business in the State of Texas. Ironwood is

authorized to do business in the State of New York and is doing business in Onondaga County, New York.

3. At all relevant times, Ironwood was and still is the fee owner of the lands and premises known as 4530 Steelway Boulevard South, Clay, New York, being tax parcel 101.-01-04.0 (the "Ironwood Property").

4. Steelway is a domestic business corporation organized under the laws of the State of New York and has its principal place of business in the State of Texas. Steelway is authorized to do business in the State of New York and is doing business in Onondaga County, New York.

5. At all relevant times, Steelway was and still is the fee owner of the lands and premises known as 4480 and 4490 Steelway Boulevard South, Clay, New York, being tax parcel 105.-01-06.0 (hereinafter collectively referred to as the "Steelway Property").

6. Upon information and belief, defendant, JGB is a domestic limited liability company organized under the laws of the State of New York and has its principal place of business in Syracuse, New York. JGB is authorized to do business in the State of New York and is doing business in Onondaga County, New York.

7. Upon information and belief, at all relevant times, JGB was and still is the fee owner of the property located at 4560 Steelway Boulevard South, Clay, New York, which it purchased from the County of Onondaga by deed dated May 10, 2005, and recorded in the Onondaga County Clerk's Office on June 7, 2005 in Book 4887 at Page 638, being tax parcel 105.-01-01.5 (the "JGB Property"). A copy of map depicting the JGB Property and the Railroad Easements is attached hereto as Exhibit "C".

Background

8. The Railroad Easements between Woodard and Overmyer are valid easements appurtenant which created permanent easements for rights of way in favor of the dominant estate, then belonging to Overmyer, across the servient estate, then belonging to Woodard. (Ex. "A", "B" and "C".)

9. The Ironwood Easement granted to Overmyer and "its successors and assigns a permanent right of way for railroad spur track to be used in common with others" over the Woodard property. (Ex. "A".)

10. The Steelway Easement granted a "Right of Way for railroad spur to be used and enjoyed in common with others" and that the rights are granted to Overmyer and its successors and assigns forever. (Ex. "B".)

11. JGB is the successor in title to Woodard.

12. Ironwood purchased the southern parcel of the property once owned by Overmyer.

13. Ironwood is a successor in title to Overmyer.

14. Steelway purchased the northern parcel of the property once owned by Overmyer.

15. Steelway is a successor in title to Overmyer.

16. Pursuant to the Railroad Easements, easements for rail purposes exist across the JGB Property. (Ex. "A", "B" and "C".)

17. The easement rights set forth in the Railroad Easements automatically passed to Steelway and Ironwood with their respective purchases of the northern and southern parcels that made up the dominant estate.

HANCOCK & ESTABROOK, LLP COUNSELORS AT LAW 1500 AXA TOWER 1 SYRACUSE, NEW YORK 13202

18. Pursuant to the Railroad Easements, as successors to Overmyer, Ironwood and Steelway enjoy the benefit of the rights of way across the JGB Property.

The Railroad Tracks

19. There are two (2) permanent 40 foot rights of way across the JGB Property; one that runs through the north of the JGB Property ("Northern Track"), and one that runs through the south portion of JGB's Property ("Southern Track"). A map depicting the locations of the easements and placement of the Northern and Southern Tracks is attached hereto as part of Exhibit "A" and Exhibit "C".

20. Steelway enjoys the use and benefit of the Northern Track.

21. Ironwood enjoys the use and benefit of the Southern Track.

22. Upon information and belief, the Northern and Southern Tracks were affixed to the real property in or around 1966 by Overmyer.

23. Pursuant to Real Property Tax Law §102(12)(c), rail track affixed to real property becomes part of the real property easement and ceases to be personal property.

24. Upon information and belief, and prior to the commencement of this action, JGB and its agents removed all improvements related to the Southern Track, including, but not limited to, the tracks, ties, gravel, also known as "ballast", clips, spikes, switches and all other materials necessary to operate and maintain the railroad spur tracks ("Railroad Tracks") and converted them to its own use.

25. At all relevant times Ironwood was and still is the owner of the Railroad Tracks and is entitled to the use, maintenance and possession of the Railroad Tracks.

26. Prior to the removal of the Southern Track, Ironwood expressly and unambiguously informed JGB that it objected to any interference with its rights pursuant to the Ironwood Easement, including, but not limited to, the removal of the Railroad Tracks.

27. JGB was on actual or constructive notice of the Railroad Easements.

28. The Railroad Easements have not been extinguished.

Plaintiffs Continued Use of the Easements Created Prescriptive Easements

29. Plaintiffs have continued and uninterrupted use of their respective easements for more than ten years prior to the commencement of this action.

30. Plaintiffs' use of their respective easements has been adverse and hostile.

31. Plaintiffs' use of their respective easements has been open and notorious.

32. Plaintiffs' use continues to the present.

33. Over the objections and opposition of the Plaintiffs, JGB has inflicted damage to the easements and has disturbed and interfered with Plaintiffs' use.

Easements Arose by Implication

34. The Ironwood and Steelway Properties that are presently in separate ownership were formally in undivided ownership by Overmyer.

35. Prior to the parceling out of Overmyer's dominant estate, the lengthy uses giving rise to the easements were so obvious as to show that the easements were meant to be permanent.

36. The presence of the Railroad Tracks made the use of the easements plainly and physically apparent on reasonable inspection.

37. The easements are necessary to the beneficial enjoyment of the lands obtained by Ironwood and Steelway.

**AS AND FOR A FIRST CAUSE OF ACTION
FOR A DECLARATORY JUDGMENT**

**Continued Right to the Use and Benefit of the Railroad Easement, or in the Alternative,
That a Prescriptive Easement or Easement by Implication Exists**

38. Plaintiffs repeat, reiterate and reallege each and every allegation contained in paragraphs "1" through "37" of the Complaint as if set forth more fully at length herein.

39. On the facts averred above, an actual controversy of a justiciable nature exists between Plaintiffs and JGB as to whether Plaintiffs are entitled to the continued right to the use and benefit of the Railroad Easements.

40. To protect their rights and interests, Plaintiffs are entitled to a judicial declaration, based upon the Railroad Easements, that the Railroad Easements are valid and entitle Plaintiffs to the continued right to use and benefit of the rights of way over the servient estate owned by JGB.

41. In the alternative, Plaintiffs' are entitled to a judicial declaration that, based upon the Plaintiffs uninterrupted and continuous use of the easements for the statutory period of time, and that the use was adverse, hostile, open and notorious, that prescriptive easements exist, or that based upon the Plaintiffs' separate ownership of Overmyer's once undivided parcel that gave rise to continued easements that were plainly and physically apparent and necessary to the beneficial enjoyment of the land, that easements by implication exist under which Plaintiffs have derived the continued benefit and use of a right of way across the JGB Property and that any future interference with the right to use and benefit from the right of way is enjoined.

42. Plaintiffs request that the Court issue a declaratory judgment as to the respective property rights of the parties to this litigation and enjoining any further interference with the

right to use and benefit from the Railroad Easements or easements created by prescription or implication, including, but not limited to, any future removal of the Northern Track.

**AS AND FOR A SECOND CAUSE OF ACTION
FOR A DECLARATORY JUDGMENT**

Continued Use and Maintenance of the Northern and Southern Tracks

43. Plaintiffs repeat, reiterate and reallege each and every allegation contained in paragraphs "1" through "42" of the Complaint as if set forth more fully at length herein.

44. On the facts averred above, an actual controversy of a justiciable nature exists between Plaintiffs and JGB as to whether, pursuant to the Railroad Easements or easements created by prescription or implication, Plaintiffs are entitled to the continued use and maintenance of the Northern and Southern Tracks.

45. To protect their rights and interests, Plaintiffs are entitled to a judicial declaration that, as the successors in title to the dominant estate, they are entitled to the continued use and maintenance of the Northern and Southern Tracks, without interference from the servient estate owner JGB.

46. Plaintiffs request that the Court issue a declaratory judgment as to the respective property rights of the parties to this litigation and enjoining any further interference with the Plaintiffs' continued use and maintenance of the Northern and Southern Tracks, including, but not limited to, any future removal of the Northern Track.

HANCOCK & ESTABROOK, LLP COUNSELORS AT LAW 1500 AXA TOWER 1 SYRACUSE, NEW YORK 13202

**AS AND FOR A THIRD CAUSE OF ACTION
BY IRONWOOD FOR UNLAWFUL INTERFERENCE
WITH USE OF RIGHT OF WAY ON THE SOUTHERN TRACK**

47. Ironwood repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "46" of the Complaint as if set forth more fully at length herein.

48. Ironwood enjoys the benefit and use of the Southern Track as a right of way across the JGB Property. (Ex. "A".)

49. JGB and its agents have removed the Railroad Tracks and improvements related to the Southern Track, including, but not limited to, those materials which permit the installation, maintenance and future use of the Railroad Tracks as originally granted by the Ironwood Easement or the easement arising from prescription or implication.

50. Removal of the Southern Track by JGB and its agents has cut off and prevented Ironwood from using the above referenced right of way.

51. The interference with Ironwood's right of way has caused, and will continue to cause, considerable damage to Ironwood in the beneficial enjoyment and use of its premises, including, but not limited to, a diminution in value of the Ironwood Property and loss of rent. As such, Ironwood has sustained, and will continue to sustain, substantial damages.

52. By reason of the forgoing, Ironwood seeks judgment against JGB for monetary damages for the cost to remedy the interference, including, but not limited to the cost to replace the Railroad Tracks, consequential damages for the diminution in value of the Ironwood Property, and lost profits, a sum which exceeds the jurisdictional limits of all lower courts, together with interest, disbursements, costs, and attorneys fees to the fullest extent permitted by law.

HANCOCK & ESTABROOK, LLP COUNSELORS AT LAW 1500 AXA TOWER 1 SYRACUSE, NEW YORK 13202

HANCOCK & ESTABROOK, LLP
COUNSELORS AT LAW
1800 AXA TOWER I SYRACUSE, NEW YORK 13202

WHEREFORE, Plaintiffs respectfully request judgment as follows:

1. That this Court determine and declare, by Entry of an Order of this Court, that:
 - a. the Railroad Easements are valid, or in the alternative, that prescriptive easements or easements by implication exist; and
 - b. Plaintiffs are entitled to a continuing right to the use and benefit of the Railroad Easements, or in the alternative, their respective prescriptive or implied easements; and
 - c. Plaintiffs are entitled to the continuing use and maintenance of the Northern and Southern Tracks; and
 - d. JGB is enjoined from any future interference with the easement rights of the Plaintiffs, including, but not limited to, any future removal of the Northern Track;
2. Enter judgment in favor of Ironwood for JGB's unlawful interference with its use of the right of way as it pertains to the Southern Track, granting monetary damages for the costs to remedy the interference, including, but not limited to the cost to replace the Railroad Tracks, consequential damages for the diminution in value of the Ironwood Property, and lost profits, with interest, in an amount to be established at trial and determined by the trier of fact; and
3. Grant to Plaintiffs their costs, disbursements and attorneys fees incurred herein, to the fullest extent permitted by law; and
4. Grant such other and further relief as may be just, proper and equitable.

Dated: August 18, 2009

HANCOCK & ESTABROOK, LLP

By: 

David G. Linger, Esq.

Christina M. Verone, Esq.

Attorneys for Plaintiff

1500 AXA Tower I

100 Madison Street

Syracuse, NY 13202

Telephone: 315-471-3151

HANCOCK & ESTABROOK, LLP COUNSELORS AT LAW 1500 AXA TOWER I SYRACUSE, NEW YORK 13202

COUNSEL'S EXHIBIT 4

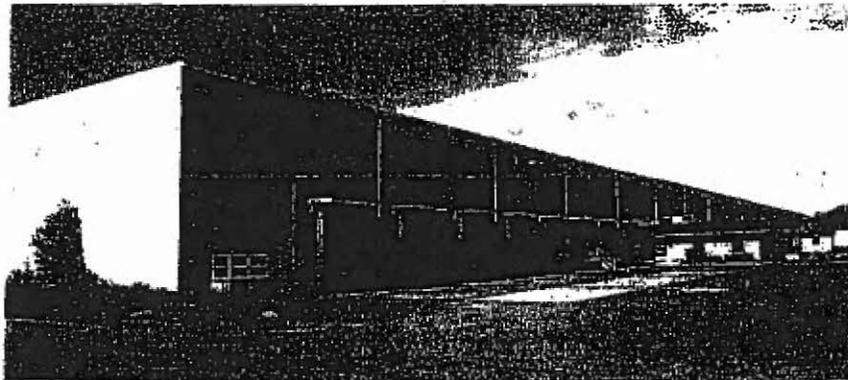
FOR LEASE



Distribution/Manufacturing Facility

162,687 SQUARE FEET - DIVISIBLE

4530 STEELWAY BOULEVARD SOUTH
CLAY, NEW YORK



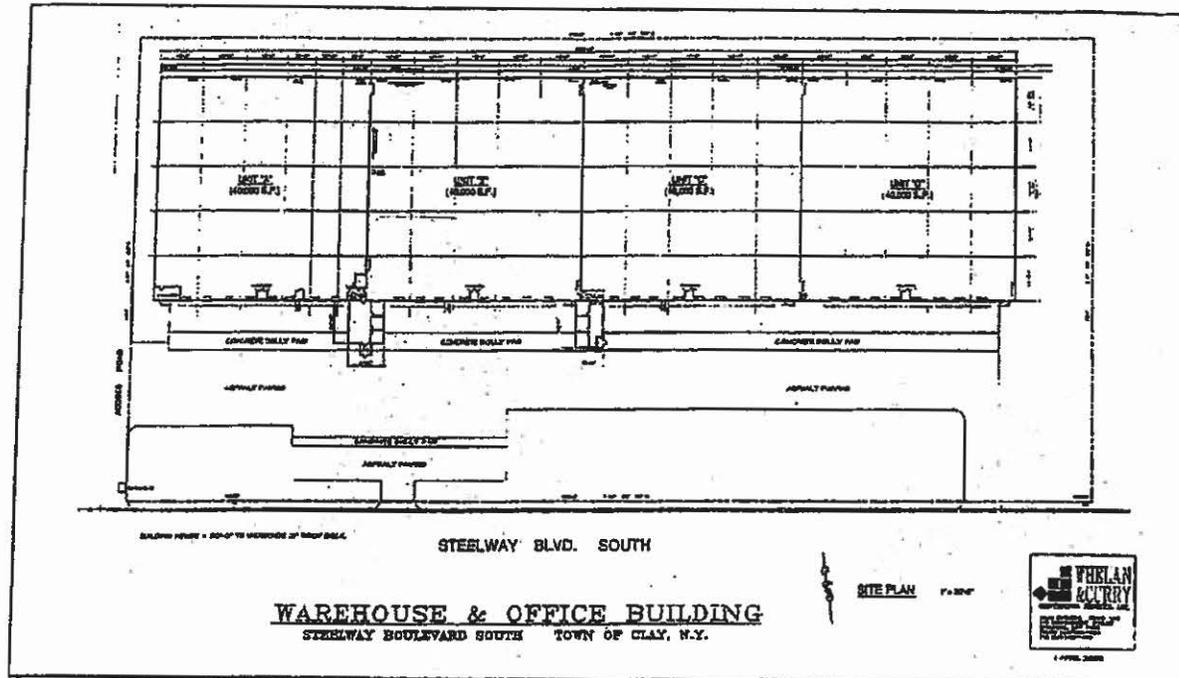
For more information, contact:

ELIOT D. LITOFF
or
RICHARD J. BERRY

(972) 380-8933 or (800) 291-8933



Exhibit 3 - Marketing Brochure



Building Specifications

- TOTAL SIZE:** 162,687 sq. ft.
Divisible into four sections each with 40,066 sq. ft. of warehouse (200' x 200.33'); two sections have existing offices.
- SITE SIZE:** 8.49± Acres
- LOCATION:** 4530 Steelway Boulevard South
Woodard Industrial Park
Clay, New York
- YEAR BUILT:** 1972
- HEATING & AIR:**
Office: 100% heated and air conditioned
Warehouse: Ceiling hung gas fired heaters
- CONSTRUCTION:**
Walls: Precast Concrete Panels
Foundation: Poured, reinforced concrete slab
Columns: 8 inch steel pipe
Ceiling: Steel I beam
Roof: Low slope, built-up smooth surface over metal decking, supported by steel bar joists. 40,066 sq. ft. torn off and re-roofed in October, 2000 with a 4-ply, smooth surface system. 40,066 sq. ft. torn off and re-roofed in October, 2001 with a 4-ply, smooth surface system.
- DOCKING FACILITIES:**
Dock High: 1 - 16' x 10'
Doors: 13 - 10' x 10'
6 - 8'6" x 10"
11 - 8'6" x 8'6"
1 - 8'6" x 8'
- RAIL: CONRAIL** ✕
Rail Doors: 2 - 16' x 10' ✓
10 - 10' x 10' ✓
- SQUARE FEET:**
Office: 2,580 sq. ft. in two pods (1,475 and 1,105 sq. ft.)
Warehouse/
Manufacturing: 160,264 sq. ft. (200.33' deep by 800' long)
- UTILITIES**
Power: Niagara Mohawk
1,000 Amps 480 Volts
Water: Town of Clay
Sewer: Town of Clay
Gas: Niagara Mohawk
- CEILING HEIGHT:** 28± feet clear under joists
- COLUMN SPACING:** 40' x 40'
- LIGHTING:** Metal halide
- SPRINKLER:** 100% dry; .23 over the most remote 2,600 sq. ft. In addition, there is an electrically operated jockey pump.
- AREA INFORMATION:**
This property is situated in one of the premier distribution and manufacturing locations in Syracuse, New York. It is located just off of Morgan Road with excellent access to Interstate 90 (New York State Thruway) and Interstate 81.

VERIFIED STATEMENT OF

**JOHN F. BETAK, PH.D.
MANAGING MEMBER
COLLABORATIVE SOLUTIONS LLC**

My name is John F. Betak. I am the Managing Member of Collaborative Solutions LLC, based in Albuquerque, New Mexico, specializing in freight and rail operations, management, consulting, administration, and research. Among my 40+ years of experience in freight rail matters, I served as an Assistant Vice President at Consolidated Rail Corporation (Conrail), where I developed and managed the corporate industrial development, plant rationalization, and line sales for the corporation. I also served as the President of CRC Properties (a wholly-owned real estate management subsidiary of Conrail), responsible for managing the real property assets of the railroad, including the buildings, real estate holdings, and other corridor assets. I also served as part of the team that developed the plan leading to the restructuring of Conrail and its return to profitability. I am a Research Fellow in the Center for Advanced Infrastructure and Transportation at Rutgers University. Attached to this Statement is a copy of my biography.

I have been requested by JGB Properties, LLC to review and comment on the railroad lines, operations, and connecting warehouses and facilities in the Woodard Industrial District, an industrial complex located in Clay, New York, in the Syracuse metropolitan area (Onondaga County). In particular, I have been asked to comment on the establishment of the District; the rail and shipping facilities involved; the past and present transportation performed in the District and the nature of that service; and the present and future need for and ability of the Woodard Industrial District rail facilities to serve the public.

This statement is based upon my inspection of the site; review of available pertinent materials, including maps, photographs, sidetrack agreements, railroad records and other relevant documents; and my professional experience, including extensive employment and work for the railroad industry and Conrail with knowledge of the connecting rail lines and operations; my involvement in and knowledge of railroad industrial districts, terminals, and related complexes; my familiarity with relevant railroad laws, rules and regulations, and industry norms and standards; my interaction with other professionals in the field; my education and training; and my familiarity with related literature and standards in the field (instructing courses in railroad operations, management, economics, and engineering).

I. WOODARD INDUSTRIAL DISTRICT

A. CONTEXT

The Woodard Industrial District was designed and built in the mid-1960s and is comprised of multiple warehouses that are further divided and leased by a variety of individual businesses. Like other industrial facilities or “parks” of this type, by design, the District was established to attract multiple industrial tenants in an effort to promote industrial development and commerce in a specified geographic area (here, a tract located in the heart of the Syracuse, New York metropolitan area).

At the time of development, along with assembling the required landholdings, the initial Woodard Industrial District developers endeavored to establish appropriate transportation facilities. A major form of transportation then and the predominant form now for such facilities is truck service. The warehouses (40’ bays, standard height ceilings, etc.) fully accommodate truck, the types of traffic (mainly general merchandise, and not bulk commodity traffic) generally require truck service, and the relatively small size of the leased spaces necessitates truck service. Additionally, there are considerable advantages in terms of truck trip times and reliability versus possible rail service.

In addition to truck service, the initial developers of the Woodard Industrial District also initiated activities to enable its tenants to be connected by railroad. However, as described below, for the businesses/tenants within the Woodard Industrial District on South Steelway Boulevard, any need for rail service that may have once existed almost 50 years ago has now vanished. This is because the truck advantages have grown over time, and significant market and logistics changes that have led to the type of rail service involved (direct, small boxcar service) having largely been phased out. For these reasons, no rail service has been received by the South Steelway Boulevard businesses in over a decade, and the connecting Class I railroad, CSX Transportation Inc. (CSX) has even “spiked” the connecting switch precluding such service.

In the end, even if these rail facilities were authorized to be rehabilitated/rebuilt in their original configuration along the ROW, such an initiative would be best described as building a “track to nowhere,” because any present or future shippers in the warehouses would not want it or require it, and, in any event, the line could no longer be used due to its obsolete design and alignment criteria.

B. THE INDUSTRIAL RAILROAD TRACK & ROW FACILITIES 1960S TO PRESENT

1. INITIAL TRACK & ROW FACILITIES

The Woodard Industrial District is adjacent to the CSX’s St. Lawrence Subdivision linking Syracuse, NW with Montreal, Quebec and Oswego, New York. When the District was formed, the line was controlled by New York Central Railroad Company (New York Central). Through subsequent railroad mergers, the line became controlled

by Penn Central Transportation Company (1968), then by Conrail (1976), and now CSX (1998). Former Conrail Maps depicting the line and the Woodard Industrial District are attached as **Exhibit 1** and **Exhibit 2**, respectively, to this Statement.

In April 1966, an easement right was conveyed between the Woodard Industrial Corporation and the D. H. Overmyer Company, Inc. for the purpose of a railroad Right of Way (ROW) to be used by the New York Central Railroad Company for the provision of rail freight service to two parcels (a northerly parcel and a southerly parcel – the latter ROW and track subsequently became known as the South Steelway Boulevard track). The easement specifically granted a “right of way for a railroad spur track to be used and enjoyed in common with others,” and for the benefit of the involved parcels of land and premises owned. Attached **Exhibit 3** and **Exhibit 4**, respectively, contain a copy of this Right of Way Agreement and a separate recorded deed.

Railroad industrial tracks built in the 1960s in this part of NY would have complied with existing federal and New York Central design standards. In fact, the original drawings depicted in **Exhibit 5**, attached, confirm that New York Central’s engineering department assembled the track engineering drawings. I understand that the original South Steelway Boulevard track was constructed in or around 1966.

2. SOUTH STEELWAY BOULEVARD TRACK CONFIGURATION; WAREHOUSE SERVICE SPOTS FOR THE PRIOR RAIL SHIPPERS/RECEIVERS

In order to better understand the involved lines, service, and industries once served by the South Steelway Boulevard tracks, it is useful to review Conrail’s Zone Track Spot (ZTS) Maps. Under Conrail’s ZTS Maps, each division was divided into a series of Zones and individually numbered, with each track classified by number series. The ZTS Maps also identified “spots” depicting specific locations in a facility for cars to be placed for individual shippers/receivers. I have attached to this Statement the legend and definition section of Conrail’s ZTS Maps, for further information.

Immediately below is a Conrail ZTS Map of the Woodard Industrial District (Zone 86). The South Steelway Boulevard track consists, collectively, as tracks 230 (in part), 232, 764, and 766. In its ZTS system, tracks in the 200-299 series were identified by Conrail as “main tracks, sidings, switching leads, or railroad scale tracks.” The Tracks identified as 700-997 were identified by Conrail as “industry tracks.” The † symbols identify unique designated spot locations for the various businesses leasing warehouse space.

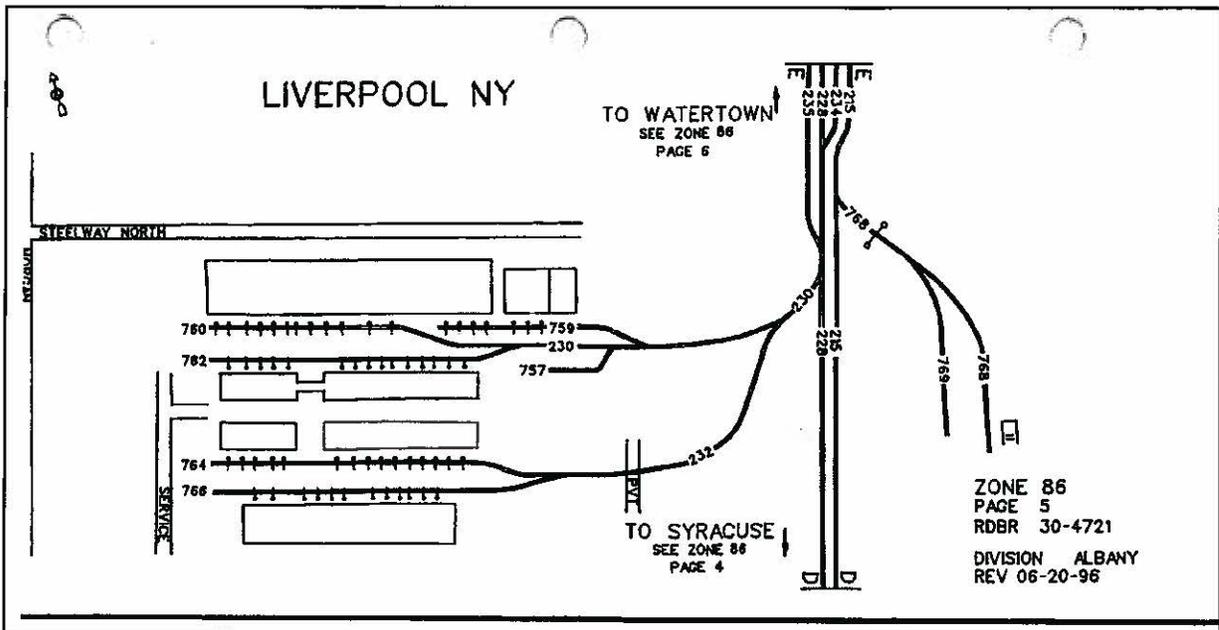


Diagram JFB-1, Conrail ZTS Map dated 6-20-96 showing track layout and shipper loading spots

In the case of the South Steelway Boulevard tracks, line 230 is identified as lead track, Line 232 is the connecting side track (Industry controlled), and Lines 764 and 766 are unloading industry track. I understand that CSX continues this line numbering system today. The † symbols in this instance depict each of the industrial doors, or “spots” for service to individual shippers/receivers – and obviously designed to serve multiple shippers. Here, by intent and design, Conrail and its predecessor railroads delivered the traffic in direct service all the way to the warehouse doors of receivers/shippers. The railroad did not deliver cars to the connecting sidetrack (Line 232) or hand-off cars to any switching railroad for final delivery.

The weight of rail of lines 230 and 232 is 105lb Dudley rolled in 1948, which was typical for the era for New York Central, for sidings (and its mainlines). The distance from the mainline to the next switch (where 232 meets) is approximately 110 feet. At that point, the line switch has been spiked by CSX, as depicted in the picture below:



Diagram JFB-2 switch points for line 232 spiked – lined for Track 230

3. OBSOLESCENCE OF SOUTH STEELWAY BOULEVARD TRACK

a. Engineering/DESIGN CRITERIA CHANGES

Current track design criteria for longer freight cars, locomotives, and CSX crew safety make the former design of the South Steelway Boulevard track obsolete today. Of particular significance are track curvature, clearance, grade-crossing protection, and warehouse dock door placement. The primary equipment in use in the 1960s for originating or terminating traffic on an industrial siding was the single axle, two-truck, single door 40' boxcar. The likely primary locomotive used for this local service would have been an EMD GP7 (aka Geep7), a four axle, 1500 horsepower, 246,000lb locomotive. This equipment type would have dictated the size and placement of the loading doors, as well as the degree of curvature allowed (minimum 19 degrees) and the weight of rail allowed (minimum 75 lb), as well as ballast depth and tie quality.

Further, sidetrack service arrangements would have been governed by existing ICC Tariffs, including such things as switch maintenance fees, requirements for delivery or pick-up, demurrage charges, etc. Of course, once a carrier accepted service, and held itself out to serve the multiple shippers/receivers in the District, its Common Carrier obligation ensued.

Subsequent to the formation of Conrail, new Sidetrack Agreements were written for all sidetracks serviced by the former railroads. I am in receipt of one such agreement. In the case of the South Steelway Boulevard track, a new Sidetrack Agreement #289 908 was executed between Conrail and Pioneer Warehouse on October 5, 1987. A copy of this Agreement is attached as **Exhibit 6** to this Statement. Pioneer Warehouse was subject to Conrail's Freight Tariff CR 9330-F, Supplement 3, Item 230, Maintenance Charge for Industrial Switch Connections. This was an annual maintenance fee for the cost of maintaining the switch to the Branch Line from the Montreal Secondary. In that Agreement, Section 8.02 specifically notes that Industry shall be responsible for Claims arising, in whole or in part, from the non-standard condition of curvature exceeding 12° - 30'. The attached map shows the existing curvature at that time to be 18°. In short, in 1987, the curvature of the South Steelway Boulevard track was non-compliant with Conrail's minimum standards for curvature. It should also be noted that Conrail ownership ceased at the property line of the CR Mainline ROW (known as the Montreal Secondary), and Industry ownership began at that point – as shown on the maps appended to the Sidetrack Agreement.

The reason this curvature was an issue is that by 1987, the standard boxcar was becoming the 50', one or two door, two axle, four truck boxcar with the expectation that boxcar sizes would increase to 60' and, for specialized autoparts equipment, 86', one or two doors, two axles and four trucks, carrying 70 to 100 tons. As the boxcars and other equipment (e.g., gondolas, hoppers, etc.) became bigger and carried heavier loads, so too did the locomotives become bigger, heavier and more powerful. For example, in the 1970s, a typical Conrail locomotive for servicing the South Steelway Boulevard track would have been an EMD GP 38-2, four-axle, 2000 horsepower, 255,000lb locomotive

or an EMD GP 40-2, four-axle, 3000 horsepower, 255,000lb locomotive. By 2000, the CSXT locomotive fleet was moving toward larger, heavier and more flexible locomotives, such as the GE C44-9W (aka, Dash 9-44CW), a six-axle, 4,400hp, 425,000lb locomotive. All of these changes meant industrial sidetrack standards had to change, including those related to curvature, rail weight, ballast size and depth, etc.

These changed standards are reflected in the current CSXT Industrial Sidetrack Manual. For example, the Manual states "While a maximum curvature of 10° (radius of 573.69') is highly recommended, under no circumstance without written approval of the Chief Engineer-Design, Construction, and Capacity, will the degree of curvature for the track exceed 12° (radius of 478.34'). Similarly, the Manual states "Rail shall be new or second-hand, with minimum section of 100 pounds per yard and be appropriate for the operational requirements; however, it is advised for the industry to investigate the economics of using a heavier rail section for reduced maintenance and life cycle costs." Likewise, ballast requirements are now more stringent, for example, the Manual requires "The size of ballast to be used shall be AREMA #4A in main tracks, lead tracks, and sidings. AREMA #4A ballast will also be used between the top of the subgrade and the bottom of crossties in industrial tracks, spurs, and yard tracks." The tie requirements are similarly specific. All ties must be hardwood and "treated per A.W.P.A. Manual C-6 to a net retention of 7 lb./cu.ft. for oak and 8 ½ lb./cu.ft for mixed hardwoods, and will conform to AREMA Manual, Chapter 3, and Sidetrack crossties shall be size 3 (6"x 8"x 8'6" long, minimum 7" face)." A copy of this Manual is attached as **Exhibit 7** to this Statement.

b. FREIGHT MARKETPLACE/REGULATORY CHANGES

Beyond the changes in equipment and sidetrack engineering standards, there have been momentous changes in the rail freight marketplace and regulatory framework governing commercial relations between shippers/receivers and the freight railroads. As mentioned previously, beginning in 1980 with the passage of the Staggers Act, the fundamental commercial relationship between railroads and shippers/receivers changed to largely that of arms-length discussions of rates, service, etc. that had minimal intervening regulatory oversight by the ICC. The Northeast Rail Services Act, Pub. L. 97-35, 45 U.S.C. ch. 20, 1981-08-13 (NERSA) and the Interstate Commerce Commission Termination Act, Pub. L. 104-88, 109 Stat. 803; 1995-12-29 (ICCTA) further accelerated this commercial deregulation of the freight railroad industry. The practical result of this is that, over time, the freight railroads began exiting unprofitable markets and increasingly developed competitive multi-modal services wherein increasing amounts of freight moved via containers on flat cars (COFC) or trailers on flat cars (TOFC) – today commonly called intermodal rail service.

Today's Class I railroads have largely become "hook and haul" operations moving trainloads across longer distances – in essence, a wholesale, efficient throughput freight system moving freight to/from distribution centers or to large single destination/origin customers, such as coal mines, energy plants, large scale manufacturing (e.g., automotive assembly plants), etc. To the extent possible, Class I railroads have

eliminated or reduced local (retail) service to smaller facilities and customers such as those located in the Woodard Industrial District. What is offered in lieu of direct rail service is intermodal or transload service wherein the product is picked-up or dropped-off by truck – the so-called “first mile/last mile” of the logistics/supply chain.

Concomitant with these regulatory, equipment and operational railroad changes have been changes in the marketplace regarding the production and sourcing of goods and materials, as well as increasingly specialized railroad equipment to meet the changing market demands. In the first instance, manufacturers of materials and goods increasingly moved away from direct rail service, as well as moved offshore. Both of those actions tended to place increased reliance on truck pick-up and delivery of either trailers or containers. To meet this truck competition, the freight railroads redesigned equipment and services to capture long-haul moves of containerized and trailer freight and ceded the first and last mile to the trucks. Thus, much of what formerly moved in boxcars now moves in containers or trailers. There are still boxcar moves, but it is no longer the primary form of direct carriage by railroads.

Today, containers move in doublestack trains – usually unit trains (i.e., only containers) – and the containers are carried in “well-cars” with the containers being loaded and unloaded via cranes or specialized lift trucks. Similarly, trailers now move on what are called “trays” that are special purpose cars designed solely for carrying trailers. As with the containers, the trailers are generally loaded and unloaded with specialized cranes or lift trucks. Both of these loading and unloading operations occur in specially designed intermodal yard facilities, such as those at DeWitt Yard in Syracuse. No such service can or could occur in the Woodard Industrial District, given its facility and design limitations.

Another change that has occurred over this time span is that of modern warehouse design. For those newer warehouses built to receive rail freight today, the internal characteristics include high ceilings, clear span spaces, high, tightly spaced racking systems that are designed for automated storing and picking operations by robotic trucks and forklifts. The receiving doors are designed for 60’ high cube boxcars or for 86’ specialized autoparts cars. Pallets or materials are barcoded and pre-positioned in the boxcars so as to be automatically moved to storage or, if the warehouse also performs subassembly work, to the line position for automatic feed into the subassembly process. Older generation warehousing such as that present at the Woodard Industrial District does not lend itself to these types of operations because of lower ceiling heights, bay sizes, non-automated storing and picking systems, etc. In general, this older generation warehousing is now served largely or exclusively by truck.

Finally, as mentioned above, as has been well-documented, substantial amounts of manufacturing and production has moved offshore over the last 50 years. The vast majority of these products, components, etc. now arrive at west or east coast destinations via specialized container ships or other specialized cargo ships such as pure car carriers (PCC). With the exception of those containers, or automobiles, for example, that are destined for near-by markets, most of the remainder of the cargo is

placed on doublestack trains or, for automobiles, in fully-enclosed multi-levels, for movement to inland or other coast destinations. These destinations are specialized terminals designed specifically to handle the containers or other single-purpose railcars. From these terminals, the freight moves to final destination via truck.

4. THE SOUTH STEELWAY BOULEVARD TRACK TODAY; THE NEED FOR AND ABILITY OF THE WOODARD INDUSTRIAL DISTRICT RAIL FACILITIES TO SERVE THE PUBLIC

Speaking first to the physical condition of the South Steelway Boulevard track, the track and appurtenances are in very poor shape and fail all critical requirements for Class 1 (10 mph) industrial track, to wit:

- Sidetracks 232, 766 and Track 764, (i.e., Industry (Ironwood) are not constructed or maintained in accordance with 49 C.F.R. Parts 213 and 214 (note that much of sidetracks 232 have been removed, which removal is discussed by counsel in the accompanying Petition papers).
- The trees, weeds and paved over Private Grade Crossing, as well as the rotten ties, loose spikes, etc. have not been remedied and are in clear violation of all safety regulations.
- In CSXT Standard 1550 New Construction Sidetrack Agreement, Section 2.3, Industry is required at its sole expense to construct and maintain the grading, drainage and sub-ballast for the entire Sidetrack. This clearly has not been done. Sidetracks 232, 766 and Track 764 are sub-Class 1 – by inspection, the sub-ballast, ballast, ties, spiking, joint bar bolting, etc. are non-compliant with CSXT, AREMA and Federal standards for Class 1 track. Before service can occur on these tracks, everything will have to be restored, i.e., rails removed, all ties and ballast removed and replaced in accordance with CSXT Industrial Sidetrack Manual, and rails replaced. Further, the paved over grade crossing would similarly have to be removed and replaced and a bumping post installed.
- As noted, CSXT has “spiked” the switch off the North Steelway Boulevard track that would serve Sidetracks 232, 766 and Track 764. This spiked switch will not be released for service by CSXT until such time as all the failed track conditions have been remedied.
- The curvature of the original track (18°) greatly exceeded the maximum allowed by CSXT (12°). Thus, a new track layout is required. Such a design has been completed by Stone Consulting and Design, P. C. of Warren, PA. A copy of this layout is attached to this Statement as **Exhibit 8**. However, this design requires realignment of the ROW Easement. The realigned ROW encroaches upon identified wetlands. Such encroachment would have to be mitigated in compliance with Federal and State law. To be in compliance with the requirements of the CSXT Industrial Sidetrack Manual, Industry would have had to remedy this defect.

In summary, Industry, to date, has not complied with any of the essential requirements for possible resumption of railroad service and Sidetracks 232, 766 and Track 764 fail

all CSXT and Federal standards for operable tracks. I have attached to this Statement at **Exhibit 9** a number of pictures demonstrating the serious, decrepit state of the railroad infrastructure.

In assessing the public need for the South Steelway Boulevard track, one need only turn to the economic realities of Woodard Industrial District. It is well to remember the Woodard Industrial District industrial railroad tracks were built in the 1960s in a very different freight and economic era. As described above, in terms of rail freight at that time, direct service to most industries and warehousing was via 40', single-door boxcars. Warehouse freight doors were built to accommodate those boxcars and most product was off-loaded manually with handcarts or simply carried on the shoulders of the warehouse workers.

As described earlier, rail freight service and equipment, as well as manufacturing and warehousing operations are vastly different today. The industries and structures adjacent to the South Steelway Boulevard track are a mixture of older and somewhat newer operations and structures. None of the current businesses along the track require or use direct rail service as evidenced by the longstanding lack of any rail traffic over the track for over a decade. In addition, Class I railroads have, in large measure, moved away from boxcar moves and switching, preferring to operate trainload or multiple car blocks. In today's rail freight industry, Class I railroads will either require carload shippers to enter into Service Agreements or move such traffic via transload or intermodal service, i.e., no direct rail service to the industry sidetrack.

Indeed, significant track reconfiguration would be required to provide service to Woodard Industrial District shippers/receivers. For example, one warehouse is currently tenanted by Dunk 'n Bright (a furniture warehouse) and it is served exclusively by truck. Given the age and internal structure of the warehouse (40' bays, standard height ceilings, etc.), notwithstanding the improvements in a new roof, improved lighting, etc., this tenant represents the highest and best use of that type of structure. The sourcing of furniture and accessories renders direct rail service impossible. First, the remaining furniture manufacturers in the US (there are a few) no longer ship by direct rail. They ship either by direct truck to the consignee or by container for truck pick-up and delivery, by intermodal rail between origin and destination terminals. For furniture and accessories manufactured overseas (China and Europe, largely), everything is shipped by marine containers (20' or 40' containers). These containers arrive at west or east coast ports and are then moved inland via intermodal rail carriage to intermodal yards close to ultimate consignee. Again, the "last mile" is by truck. In short, Dunk 'n Bright has never used direct rail, nor will it ever have a need to use direct rail service.

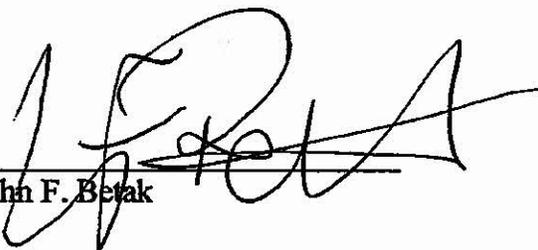
Thus, even if the South Steelway Boulevard track were to be rebuilt to Class 1 standards, there would be no rail service to any customer or potential customer in this area because of the character of the existing buildings, and the nature of the businesses leasing the facilities. Further, because of the track layout and the buildings' layouts, if the track were rebuilt it would not be possible to take delivery of containers or trailers on this track because there is no physical way to lift the trailers or containers and

position them for unloading. Finally, the freight transportation economics for the warehouses, waste transfer station, and small manufacturing facilities along this track militate against direct rail service and support either containerized or transloaded freight for delivery by truck, or direct truck service. In short, even if the South Steelway Boulevard track were rebuilt, there is no economic justification for direct rail service on this track, and there also remain no assurances that the traffic would be sufficient for CSX to keep its segment of the connecting sidetrack in place.

In summary, in my opinion, there is and will be no public need for rail service for present or future shippers/receivers at these facilities, and the public convenience and necessity would in no way be served by enabling these lines or right of way to continue to block more productive alternative land use development.

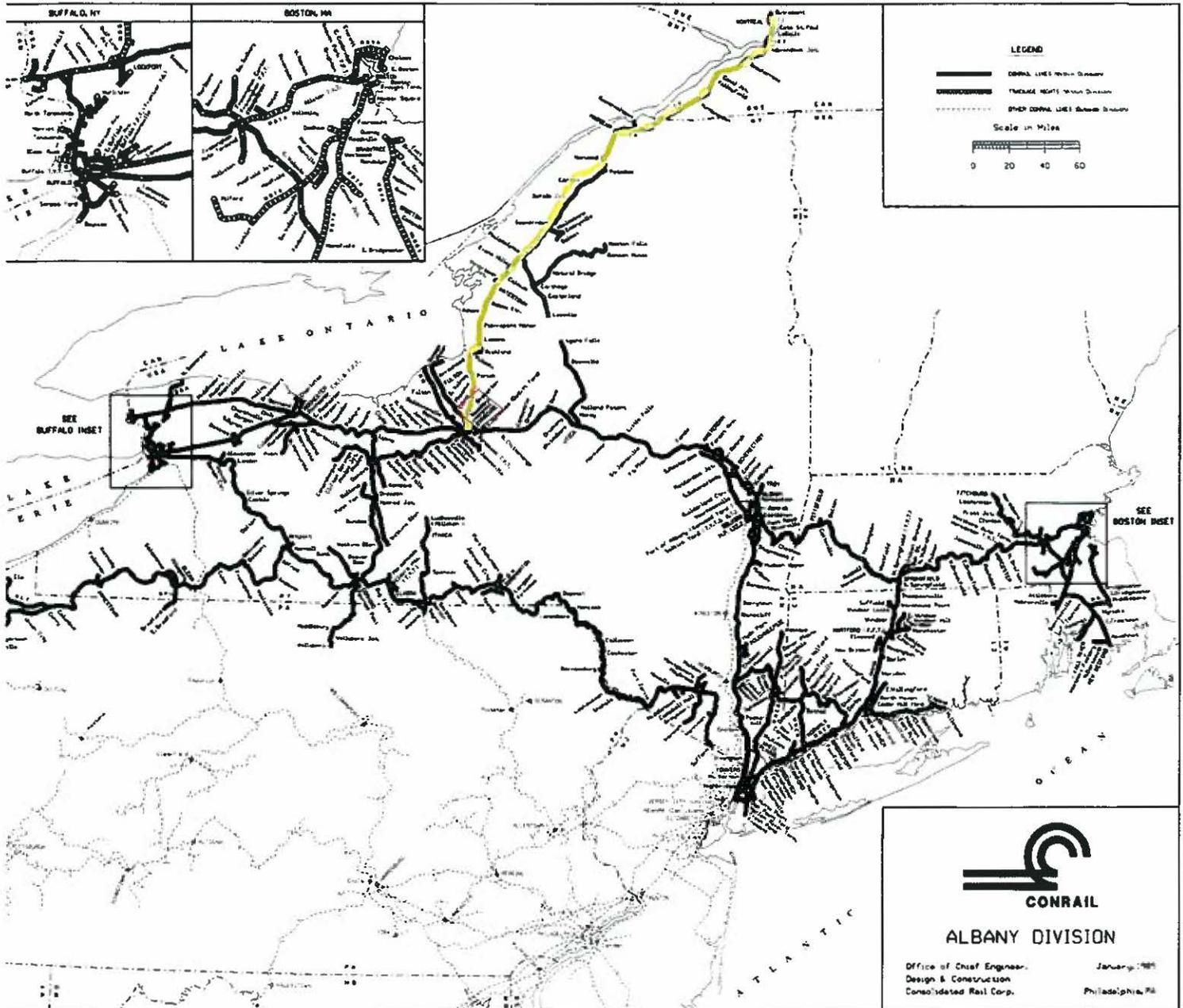
VERIFICATION

I, John F. Betak, verify that I have read the foregoing Statement, know the contents thereof, and that the same are true as stated to the best of my knowledge, information and belief. Further, I certify that I am qualified and authorized to file this statement.


John F. Betak

Executed on March 19, 2014

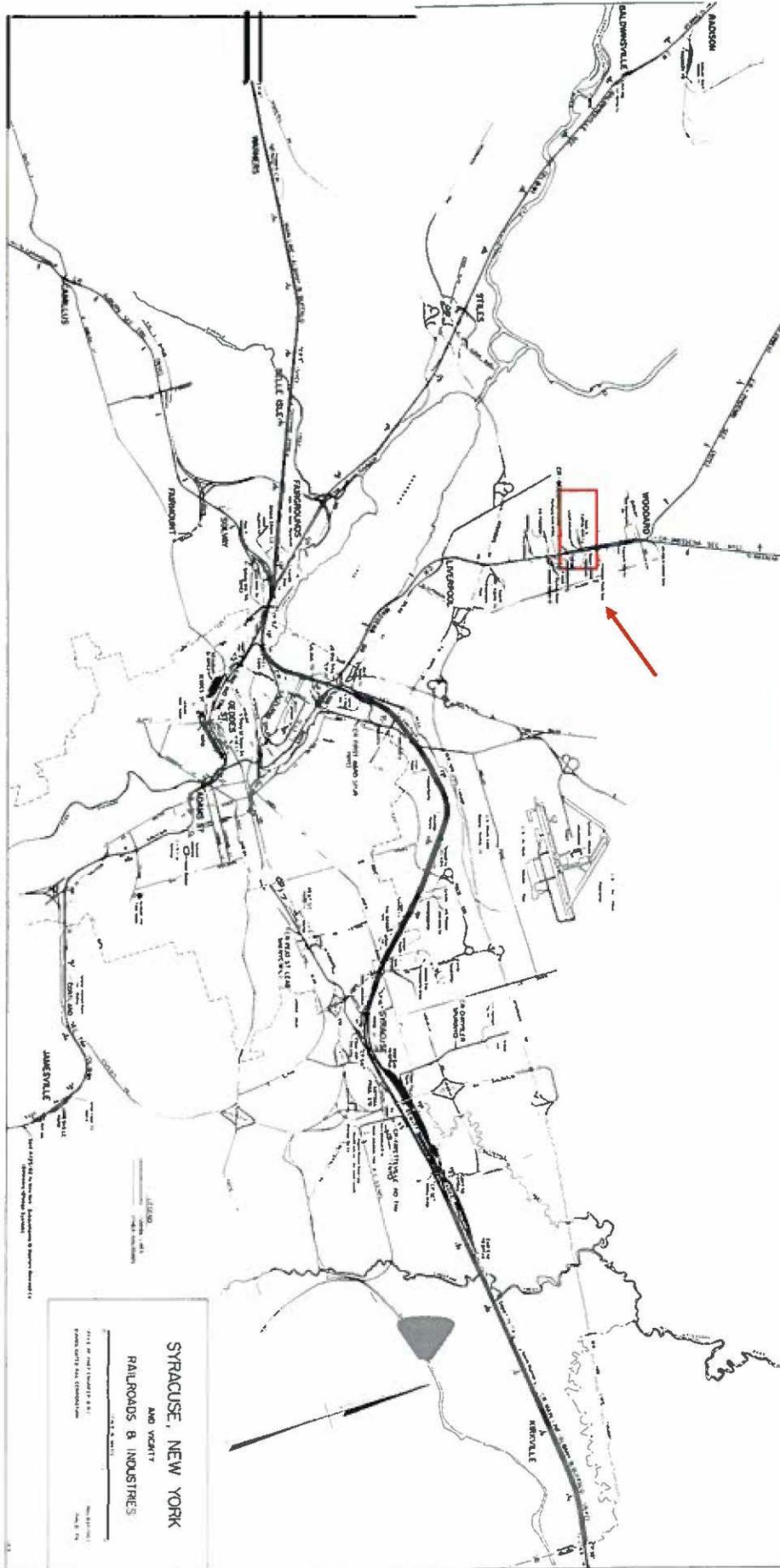
Exhibit 1



ALBANY DIVISION

Office of Chief Engineer,
Design & Construction
Consolidated Rail Corp.

January, 1981
Philadelphia, PA



Sheet No. 3

Woodard Industrial
Corporation,
2611 Lodi Street,
Syracuse, New York

) Right of Way Agreement

) Dated April 13, 1966

) Ack'd. April 29, 1966

) Cons. \$1.00 ac.

and

D. R. Overmyer Company, Inc.,
281 East 42nd Street,
New York, New York

) Recorded May 2, 1966

) @ 11:02 A.M.

) Book 2297 Page 465 ac.

First party hereby grants and conveys to the party of the second part, its successors and assigns a permanent right of way for a railroad spur track to be used and enjoyed in common with others, upon, over and across the following described premises:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York, being part of Farm Lot 88 in said Town and more particularly described and designated in yellow on the map attached hereto and made a part hereof.

It is the intent of the parties that said railroad right of way herein granted shall be for the benefit of the two parcels of land outlined in red on the attached map; the northerly parcel being conveyed to the party of the second part simultaneously with the delivery of this instrument and the southerly parcel intended to be conveyed to the party of the second part by a subsequent conveyance, and shall be for the benefit of premises owned by the party of the first part north and south of said right of way. It is understood and agreed between the parties that party of the first part intends to convey a metes and bounds description of these premises to the New York Central Railroad Company.

ONONDAGA ABSTRACT COMPANY, INC.

①

THIS INSTRUMENT was the 15th day of April 1960 between
CROWN INDUSTRIAL CORPORATION, a New York Corporation with its
principal office at 201 West Street, New York, New York, party
of the first part, and J. H. GUYON, a New York resident
corporation with its principal office at 201 West Street, New
York, New York, party of the second part.

WITNESSETH:

That the party of the first part in consideration of
\$100,000.00 (100,000) and other good and valuable considera-
tion, receipt whereof is hereby acknowledged, hereby grants and
conveys to the party of the second part, its successors and
assigns a permanent right of way for a railroad spur track to be
laid and enjoyed in common with others, upon, over and across the
following described premises:

S1/4 TRACT OR PARCEL OF LAND situate in the Town
of CLAY, County of Oneida and State of New York,
being part of Tract 25 in said Town and more
particularly described and designated in Exhibit A
the map attached hereto and made a part hereof.

It is the intent of the parties that said railroad right
of way herein granted shall be for the benefit of the two parcels
of land outlined in red on the attached map; the northerly parcel
being returned to the party of the second part simultaneously with
the delivery of this instrument, and the southerly parcel intended
to be conveyed to the party of the second part by a subsequent
conveyance, and shall be for the benefit of premises owned by the
party of the first part north and south of said right of way. It
is understood and agreed between the parties that party of the
first part intends to convey a petes and bounds description of
said premises to the New York Central Railroad Company.

201 West Street
New York, New York

2217-2465

277
Box
MAP
15

1947

...and the said instrument and the enclosed here to
...with the party of the second part, its successors and
...rights...

...IN WITNESS WHEREOF, the party of the first part has
...and corporate seal to be hereunto affixed, and these
...to be signed by the duly authorized officer the day and
...first above written.

WOODWARD DEVELOPMENT CORPORATION

[Signature]

STATE OF NEW YORK
COUNTY OF OSWEGO

On the 27th day of April, 1947 before me personally
and *[Signature]*

...personally known, this being by me duly sworn, did appear
and say that he resides in *[Signature]*
that he is the *[Signature]* of WOODWARD DEVELOPMENT CORPORATION,
the corporation described in and which executed the within
instrument; that he knows the seal of said corporation; that the
said officer to said instrument to said corporate seal; that it was
so decided by order of the Board of Directors of said corporation,
and that he signed his name thereto by five words.

[Signature]
Notary Public
Oswego, New York

15.

STATE OF NEW YORK

IN SENATE

STATE OF NEW YORK

and

W. H. OVERSIC COMPANY, INC.

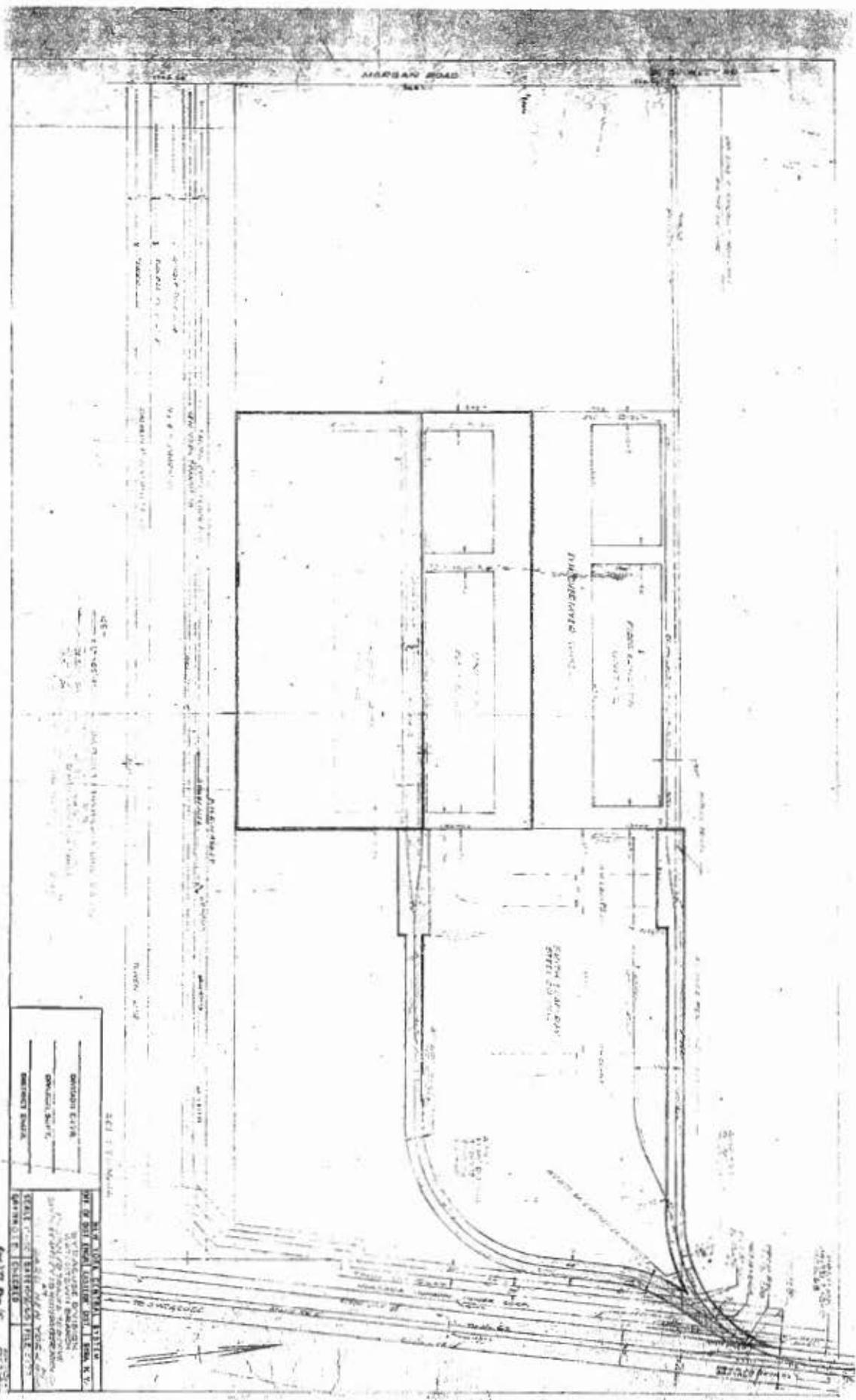
Dated April 15, 1966

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[Faint, illegible text]

[Faint, illegible text]

1966-17 and 117



SHEET NO. 1
 OF 2
 PROJECT NO. 100-100-100
 DATE: 10/10/10

NEW YORK STATE ENGINEERING
 OFFICE OF THE ENGINEER
 120 NASSAU ST. 10TH FL. N.Y.C. 10038
 REGISTERED PROFESSIONAL ENGINEER
 NO. 100-100-100
 DATE: 10/10/10

Contract Number _____

SIDETRACK AGREEMENT

Exhibit 6

THIS AGREEMENT, made as of the 5th day of October 1987, by and between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation having its principal business offices at Six Penn Center Plaza, Philadelphia, Pennsylvania 19103-2959 ("Conrail"), and Pioneer Warehouse and Distribution, a company incorporated and existing under the laws of the State of New York (the "Industry") and subject to the assent of Carrols Corporation _____ (the "Industry").

WITNESSETH :

WHEREAS, the Industry desires track facilities at or near Liverpool Station, County of Onondaga, State of New York, described as follows:

An existing Sidetrack having a point of switch in Conrail's Montreal Secondary Track, Line Code 47-4721, at Mile Post 6.58 and extending in a westerly direction for a distance of 2,613 feet as shown from A to C on Exhibit A.

in accordance with Plan No. 4721-6.58A, dated May 20, 1986, last revised June 15, 1987, attached hereto, made a part hereof, and marked "Exhibit A," such track facilities and the right-of-way thereunder being collectively hereinafter referred to as the "Sidetrack."

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

Section 1. Right-of-Way

1.01 The Industry, at its sole cost and expense, shall obtain the rights for and provide all necessary right-of-way beyond Conrail's property line as may be required for the proper construction and operation of the Sidetrack, which right-of-way shall be satisfactory to Conrail.

1.02 The obligation and the cost and expense of complying with any law, ordinance or order of any lawfully constituted public authority and of procuring, and complying with the requirements of, any permit or consent whatsoever required by municipal, state, federal or other duly constituted authorities for the construction, maintenance, operation, replacement, renewal, removal, and use of the Sidetrack shall be borne by the Industry. The Industry shall erect and thereafter maintain, repair, and operate at its own cost and expense such warning signs, fences, guards, and other protective devices, including without limitation highway-railroad grade crossing protection devices, as may be necessary or required by any law, ordinance or order of any regulatory body having jurisdiction.

1.03 The Industry shall not grant, dedicate, or convey (or participate in the grant, dedication or conveyance of) any rights to third parties (or to federal, state, municipal or other public bodies) to establish vehicular or pedestrian grade crossings over the Sidetrack without the prior written consent of and subject to such terms and conditions as may be prescribed by Conrail.

1.04 Conrail and its agents shall have the right to enter upon property leased to or owned, controlled or maintained by the Industry for the purpose of inspecting, maintaining, repairing, replacing, renewing, and operating over the Sidetrack; provided, however, that Conrail shall have no duty to engage in such activities.

Section 2. Construction

The Sidetrack, including without limitation the roadbed, trestles, bridges, and all other appurtenances in connection therewith, shall be constructed by the Industry at its sole cost and expense, except as follows:

- Existing Sidetrack, no construction.
- _____
- _____
- _____
- _____
- _____

Section 3. Maintenance

3.01 The Sidetrack shall be repaired and maintained (including without limitation clearing and re-railing of derailments and wrecks and removal of ice, snow, weeds, bushes, trees, slippery substances, debris of all kinds, obstructions to vision or movement, oil, industrial supplies and waste, and contents spilled, dumped or leaked from rail cars or the Industry's equipment) and, when necessary, replaced, renewed, and removed to the satisfaction of Conrail, by and at the sole cost and expense of the Industry, except as follows:

That portion of the Sidetrack, 170 feet in length as shown from A to B on Exhibit A, shall be maintained by Conrail.

All maintenance to be performed by the Industry shall be to a minimum of Federal Railroad Administration Class I track standards.

3.02 Any provisions of Section 3.01 hereof to the contrary notwithstanding, commencing the first full calendar year under this Agreement the Industry shall be

subject to Conrail's Freight Tariff CR 9330-F, Supplement 3, Item 230, Maintenance charge for Industrial Switch Connections, effective September 6, 1986, attached hereto, made a part hereof, and marked "Exhibit B," and all reissues and supplements thereto, wherein the word "owner" shall mean the Industry. Any payments due under such tariff shall be billed by Conrail to the Industry which shall make payment to Conrail in accordance with the provisions of Section 10 hereof.

Section 4. Ownership

Ownership of the Sidetrack shall be vested as follows:

That portion of the Sidetrack, 170 feet in length as shown from A to B on Exhibit A, shall have title and ownership vested in Conrail. That portion of the Sidetrack, 2,443 feet in length as shown from B to C on Exhibit A, shall have title and ownership vested in the Industry.

Section 5. Use

5.01 Conrail, its agents, and subsidiary and affiliated companies shall have the right to use the whole or any part of the Sidetrack, provided such use shall not unreasonably interfere with the use thereof by the Industry.

5.02 Neither party hereto shall permit or authorize the use of the Sidetrack by or for the benefit of any other person, firm or corporation not one of the parties hereto without the prior written consent of the other party. Conrail retains the right to construct and use additional switch connections with that portion of the Sidetrack on Conrail's property when additional sidetracks may be necessary in the conduct of its business.

5.03 The Industry shall observe and comply with (i) all applicable federal, state, and local rules, regulations, orders, and laws and all railroad practices pertaining to shipments originating or terminating on the Sidetrack, and (ii) Conrail's Engineering and Operating Criteria for Industrial Sidings.

Section 6. Changes

If any change, rearrangement, extension or enlargement of the Sidetrack or the structures or appurtenances thereof shall at any time be necessary by reason of any change in Conrail's track or tracks, or because of any change in Conrail's operating practices, or to comply with the regulations, decisions or orders of any governmental agency or court, the Industry shall bear all expense in connection therewith or resulting therefrom. If, in connection with the

foregoing, Conrail incurs any cost or expense, such cost and expense shall be billed to the Industry which shall reimburse Conrail, all in accordance with the provisions of Section 10 hereof. The Industry shall not make any change, rearrangement, extension or enlargement of the Sidetrack or the structures or appurtenances thereof without the prior written consent of Conrail.

Section 7. Clearances

7.01 The Industry shall not construct or permit any obstruction over any portion of the Sidetrack less than 22.0 feet above top of rail, or alongside thereof less than 8.5 feet from center of track, with the necessary additional clearances on curves, without the prior written approval of Conrail and any regulatory body having jurisdiction.

7.02 The minimum clearances specified in Section 7.01 hereof may be changed by Conrail to meet changes in conditions or operating or legal requirements and the Industry shall, at its sole cost and expense, upon written notice from Conrail, make such changes in the portion of the Sidetrack, right-of-way, and facilities leased to or owned, controlled or maintained by the Industry as may be necessary.

Section 8. Liability

8.01 As between the parties hereto, responsibility for all claims, liabilities, demands, actions at law and equity, judgments, settlements, losses, damages, and expenses of every character whatsoever for any injury to or death of any person or persons whomsoever, including without limitation the directors, officers, agents, and employees of Conrail and the Industry, for any damage to or loss or destruction of property of any kind by whomsoever owned, including without limitation the parties hereto and their directors, officers, agents, and employees, and for any damage to or destruction of the environment whatsoever, including without limitation land, air, water, wildlife, and vegetation, caused by, resulting from, arising out of, or occurring in connection with the construction, operation, maintenance, repair, replacement, renewal, use, presence or removal of the Sidetrack, or incidental to or appertaining thereto (the foregoing all hereinafter collectively referred to as "Claims"), shall be governed by Sections 8.02 through 8.05 hereof. Except as otherwise provided in Section 8.04 (iii) hereof, the party which is responsible shall release the other party from all responsibility for such Claims and shall defend, indemnify, protect, and save harmless the other party and its directors, officers, agents, and employees from and against all such Claims.

8.02 Irrespective of any fault, failure or negligence, in whole or in part, on the part of Conrail or its directors, officers, agents or employees, the Industry shall be responsible for Claims arising, in whole or in part, from the following non-standard conditions:

Curvature on the Sidetrack in excess of 12° - 30'.

8.03 In the event Conrail is subjected to any Claims under the Federal Employers' Liability Act (or any amendments thereto) predicated on the allegation or finding that Conrail failed, in respect to the portion of the Sidetrack leased to or owned, controlled or maintained by the Industry, to provide a safe place to work or failed to correct or guard against an unsafe condition, the Industry shall be responsible for such Claims except where it establishes through judicial process or to the satisfaction of Conrail that such Claims were caused by (i) acts or omissions which would constitute negligence on the part of Conrail under the common law of the state in which the Sidetrack is located, or (ii) defective railroad equipment owned by, leased to, or in the account of Conrail, in which events responsibility shall be governed by Section 8.04 hereof; provided, however, that failure by Conrail to make complaint to the Industry with

respect to unsafe working conditions or with respect to the Industry's failure to carry out its obligations under this Agreement, or knowledge on the part of Conrail of such unsafe working conditions or place to work or of such failure by the Industry to carry out its obligations under this Agreement, shall not constitute acquiescence therein by Conrail or negligence on its part.

8.04 Except as otherwise provided in Sections 8.02 and 8.03 hereof, responsibility for Claims as between the parties hereto shall be borne as follows:

- (i) Conrail shall be responsible for such Claims arising from or growing out of its negligence or that of its directors, officers, agents or employees, either solely or in conjunction with a third party, and for its failure, or that of its directors, officers, agents, or employees, to comply with its obligations under this Agreement when such failure is a contributing cause to such Claims;

(ii) The Industry shall be responsible for such Claims arising from or growing out of its negligence or that of its directors, officers, agents or employees, either solely or in conjunction with a third party, and for its failure, or that of its directors, officers, agents, or employees, to comply with its obligations under this Agreement when such failure is a contributing cause to such Claims;

(iii) The parties hereto shall bear in equal shares responsibility for all Claims arising from or growing out of the joint or concurring negligence of both parties hereto, or their respective directors, officers, agents or employees, or their joint failure, or that of their respective directors, officers, agents or employees, to comply with their respective obligations under this Agreement when such failure is a contributing cause to such Claims;

(iv) For the purposes of this Section 8.04, there shall be rebuttable presumptions that (a) any fire or explosion occurring on property leased to or owned, controlled or maintained by the Industry in connection with the use, operation, or maintenance of the Sidetrack, and (b) any damage to railroad equipment owned by, leased to, or in the account of Conrail occurring on the Sidetrack, were caused solely by the fault or negligence of the Industry.

8.05 Unless otherwise specifically agreed to in writing by the parties hereto, the negligence of any tenant, invitee, licensee, or grantee of the Industry occurring on property leased to or owned, controlled or maintained by the Industry shall for the purposes of Section 8 hereof be deemed the negligence of the Industry.

8.06 Anything in this Agreement to the contrary notwithstanding, the Industry hereby waives any constitutional, statutory or decisional immunity which would invalidate or nullify the Industry's obligation to indemnify Conrail hereunder.

Section 9. Discontinuance

Any and all loss and damage sustained by the Industry in consequence of any temporary or permanent elimination of the Sidetrack, or service thereover, due to circumstances beyond Conrail's reasonable control shall be assumed by the Industry. Without limiting the generality of the foregoing, Conrail may, at its option, suspend rail service in the event the Industry breaches any of the covenants in this Agreement and such suspension may continue until such breach is remedied.

Section 10. Payment

10.01 All payments called for under this Agreement shall be made by the Industry within thirty (30) days after receipt of bills therefor. The records of the Industry, insofar as they pertain to matters covered by this Agreement, shall be open at all reasonable times to inspection by Conrail.

10.02 Excluding payments to be made by the Industry under the provisions of Section 3.02 hereof, all bills rendered by Conrail pursuant to the provisions of this Agreement shall include direct labor and material costs, together with surcharges for fringe benefits, overheads,

material handling costs, and equipment rentals at rates specified by Conrail's Vice President and Controller.

Section 11. Severability

If any part of this Agreement, other than Section 13.01 hereof, is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts thereof shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

Section 12. Choice of Law

This Agreement shall be governed by the law of the state in which the Sidetrack is located.

Section 13. Term

13.01 This Agreement shall be effective the date first above written and shall continue in force and effect until terminated by either party, with or without cause, on thirty (30) days' prior written notice to the other party. Such notice on the part of Conrail may be given, at its option, by posting it upon or near the

Sidetrack and this Agreement shall terminate thirty (30) days after such posting. Any obligation assumed and any liability which may have arisen or been incurred by either party hereto prior to such termination shall survive termination of this Agreement.

13.02 Upon termination of this Agreement, Conrail and its agents shall have the right, but not the obligation, to remove the switch connection and any portion or all of the Sidetrack on its property and to enter upon property leased to or owned, controlled or maintained by the Industry and remove any and all material owned by Conrail, and neither Conrail or its agents shall be liable to account in any way to anyone for any monies paid or expended on account of any of the track or tracks or appurtenances thereto covered by this Agreement, nor for any damages resulting from the removal of any or all material owned by Conrail.

13.03 Until terminated as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors, and assigns; provided, however, that the Industry shall not assign or transfer this Agreement, or any of its rights, interests or obligations hereunder, without the prior written consent of Conrail.

Section 14. General Provisions

14.01 In the event Conrail performs any work or satisfies any responsibility or liability which under the terms of this Agreement is the obligation of the Industry to perform or satisfy, any cost or expense incurred by Conrail in connection therewith shall be billed to the Industry which shall reimburse Conrail, all in accordance with the provisions of Section 10 hereof.

14.02 The parties hereto recognize that some regulatory bodies may not have jurisdiction over the Industry as to clearances, bridges or highway-railroad at grade, above grade or below grade crossings on or about the Sidetrack and that orders and decisions of such bodies regarding such matters may direct Conrail to take certain actions with reference thereto. If in complying with any such orders or decisions Conrail incurs any cost or expense, such cost and expense shall be billed to the Industry which shall reimburse Conrail, all in accordance with the provisions of Section 10 hereof. The provisions of this Section 14.02 shall survive termination of this Agreement.

14.03 This Agreement and each and every provision hereof are for the exclusive benefit of the parties hereto and not for the benefit of any third party.

Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against either of the parties hereto.

14.04 All Section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

14.05 This Agreement and the attachments annexed hereto and integrated herewith contain the entire agreement of the parties hereto and supersede any and all oral understandings between said parties.

14.06 No term or provision of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing signed by the parties hereto.

14.07 All words, terms, and phrases used in this Agreement shall be construed in accordance with the generally applicable definition or meaning of such words, terms, and phrases in the railroad industry.

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

WITNESS: CONSOLIDATED RAIL CORPORATION

John J. Marlon
CONRAIL ADMINISTRATIVE ASSY.

By: R. C. Davis
GENERAL MANAGER

ATTEST OR WITNESS: PIONEER WAREHOUSE AND DISTRIBUTION

John M. B. [Signature]

By: Raymond R. [Signature]

CARROLS CORPORATION HEREBY ASSENTS TO THIS AGREEMENT

By: Kenneth A. [Signature]

Note: Execution by the Industry. In the event the Industry is an individual, insert the name of the individual and have such individual sign his name in full and have an adult who witnessed such signing sign on the line to the left. If the Industry is a corporation, insert the full name of the corporation and have the agreement signed by a duly authorized representative thereof and attested by its corporate Secretary who should affix the corporate seal.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.
 Subject (except as otherwise provided) to ICC TEA 9300-Series supplements thereto or successive issues thereof and to Increases in Rates and Charges as provided in Item 9. (Rail Carrier Cost Recovery Tariffs).

SUPPLEMENT
TO

CTC (F) 293
 ILL CC 204
 IN RC CR 9330-F
 MD PSC CR 9330-F

NDOT CR 9330-F
 NY DOT CR 9330-F

ICC CR 9330-F
 UCC CR 9330-F
 PSC-WV CR 9330-F

CONSOLIDATED RAIL CORPORATION

SUPPLEMENT 3

TO
 FREIGHT TARIFF CR 9330-F

Supplements 1/ 2, and 3 contain all changes.

LOCAL AND JOINT FREIGHT TARIFF
 RULES, REGULATIONS AND CHARGES
 GOVERNING
 MISCELLANEOUS SERVICES
 AND THE HANDLING OF TRAFFIC
 APPLYING AT STATIONS
 - ON -
 CONSOLIDATED RAIL CORPORATION

This Tariff is also applicable on Intrastate Traffic except where expressly provided to the contrary in connection with particular items or rates.

MISCELLANEOUS SERVICES TARIFF

Governed, except as otherwise provided herein, by Uniform Freight Classification, and by Exceptions to said Classification (Item 5).

ISSUED AUGUST 5, 1986

EFFECTIVE SEPTEMBER 6, 1986

Issued by
 H. A. TRAUTMANN, JR.
 Manager - Tariff Publications
 Six Penn Center
 Philadelphia, PA 19103

Filed with ICC-CTC-IL-IN-ND-NI-NY-WA-WV
 (C-3219-2-CLM-CLN)

PRINTED IN USA
 (F53/E/ICC/9330F)

(405)

FREIGHT TARIFF OR 9330-F

RULES AND OTHER GOVERNING PROVISIONS

SPECIAL RULES AND REGULATIONS - UNLIMITED

ITEM	SUBJECT	
220	MAINTENANCE CHARGE FOR INDUSTRIAL SWITCH CONNECTIONS.....	<p style="text-align: center;">DEFINITION OF TERMS</p> <p>An industrial switch connection is a switch located upon Conrail property and maintained by Conrail for access to privately-owned sidetracks.</p> <p>CHARGE FOR MAINTENANCE OF INDUSTRIAL SWITCH CONNECTION</p> <p>The charge for maintaining each industrial switch connection is \$2,000 per year. This charge is payable by the owner of the sidetrack served by the industrial switch connection on or before June 30, 1986 and each succeeding June 30. The charge relates to Conrail's maintenance of this industrial switch connection during the previous calendar year.</p> <p style="text-align: center;">EXEMPTIONS</p> <p>The charge will not apply as to any calendar year in which the privately owned sidetrack served by the industrial switch connection originates or terminates seven (7) or more carloads.</p> <p>The charge will not apply where specific terms of an executed Sidetrack Agreement so provide.</p> <p>The charge will not apply if the owner of the sidetrack served by the industrial switch connection requests, before the June 30 payable date of the charge, that Conrail remove the industrial switch connection.</p> <p style="text-align: center;">MULTI-SIDINGS</p> <p>Where more than one privately-owned sidetrack is served by a single industrial switch connection, each of the individual owners of the private sidetracks will be liable for an equal share of the charge. The total number of carloads originated or terminated on all of the private sidetracks served by the industrial switch connection will determine whether the exemptions above applies.</p> <p>Conrail is under no obligation to provide service to or from those private sidetracks for which any part of the applicable charge is unpaid.</p>

For explanation of Reference Marks, see concluding page of this Tariff.



**STANDARD SPECIFICATIONS FOR THE DESIGN
AND CONSTRUCTION OF PRIVATE SIDETRACKS**

OFFICE OF:
VICE PRESIDENT-ENGINEERING
JACKSONVILLE, FLORIDA
ISSUED: June 1, 2007

NOTICE TO USER: This manual has been prepared for the exclusive use of CSX Transportation's existing and potential customers, and their engineering consultants, for the design and construction of private sidetracks on properties operated by CSX Transportation. The information contained herein is subject to change without notice. It is the responsibility of the user to ensure that the latest version is being used for the design and construction of private sidetracks.

All persons entering the CSX right-of-way during surveying and construction of the sidetrack shall follow all CSXT safety rules including wearing appropriate personal protective equipment to include safety glasses with side shields, hard hats, and steel toe boots with distinct heel separation.

Current versions of this document may be obtained from
CSX Transportation's Regional Development Department.

or online at CSXT's Website at
www.csx.com

by clicking on Customers..Business Groups..Industrial Development..Services We Offer

Issued by:
Office of the Vice President—Engineering
CSX Transportation, Inc.
500 Water Street—J350
Jacksonville, Florida 32202

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STANDARD SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PRIVATE SIDETRACKS

Table of Contents

DESIGN	5
A) GENERAL	5
B) ROADBED AND DRAINAGE	6
C) TRACK DESIGN.....	7
<i>Table 1 – Turnout Geometry Data</i>	<i>7</i>
D) STRUCTURES	9
E) CLEARANCES	9
F) CROSSINGS.....	10
G) HAZARDOUS MATERIALS.....	12
H) DESIGN CRITERIA.....	14
<i>Table 2: Design Criteria.....</i>	<i>14</i>
I) PLANS FURNISHED BY INDUSTRY	15
<i>Diagram: Clearance Diagrams (2604).....</i>	<i>17</i>
<i>Diagram: Standard Clearance Matrix (2605)</i>	<i>18</i>
<i>Diagram: Roadbed Sections (2601).....</i>	<i>19</i>
<i>Diagram: Ballast Sections (2602).....</i>	<i>20</i>
<i>Diagram: Roadbed Sections and Grading for Industrial Track Turnouts (2603)</i>	<i>21</i>
<i>Diagram: Number 8 Turnout and Crossover (2220)</i>	<i>22</i>
<i>Diagram: Number 8 Offset and Layout (2221).....</i>	<i>23</i>
<i>Diagram: Number 10 Turnout and Crossover (2224)</i>	<i>24</i>
<i>Diagram: Number 10 Offset and Layout (2225).....</i>	<i>25</i>
<i>Diagram: 16'-6" Double Switch Point Derail (2216).....</i>	<i>26</i>
<i>Diagram: Commercial Track A 640.6(2).....</i>	<i>27</i>
<i>Diagram: Loading or Unloading Combustible and Flammable Liquids or Flammable Gases</i>	<i>28</i>
CONSTRUCTION	29
A) GENERAL	29
B) TIES.....	29
C) APPLYING TIE PLATES	30
D) GAGE RODS.....	30
E) LAYING JOINTED RAIL	31
<i>Table 3: Expansion Required for Jointed Rail.....</i>	<i>31</i>
F) LAYING WELDED RAIL.....	32
G) SPIKING.....	32
H) SUPERELEVATION & SPIRALS	33
I) SURFACING & LINING TRACK.....	33
J) GRADE CROSSING	34
K) FINAL CLEANING.....	34
L) DERAILS AND BUMPING POSTS.....	34
M) GATES AND FENCES	34
N) INSPECTION.....	35
O) MAINTENANCE.....	35
<i>Diagram: Main Track Spiking Patterns Side Track Spiking Patterns (2512).....</i>	<i>36</i>
<i>Diagram: Turnout Spiking Patterns with Bethlehem 811 Style Braces (2513) [sheet 1]</i>	<i>37</i>
<i>Diagram: Joint Area Spiking Patterns (2514).....</i>	<i>38</i>
<i>Diagram: Light Duty Road Crossing--Bituminous Concrete with Rubber Panels (2521).....</i>	<i>39</i>
<i>Diagram: Normal Road Crossing—Rubber, Asphalt, & Timber for Wood Ties (2535) [Sheet 1]</i>	<i>40</i>

Diagram: Normal Road Crossing—Rubber, Asphalt, & Timber for Wood Ties (2535) [Sheet 2]	41
Diagram: Normal Road Crossing—Asphalt, & Timber for Wood Ties (2536) [Sheet 1]	42
Diagram: Normal Road Crossing—Asphalt, & Timber for Wood Ties (2536) [Sheet 2]	43
Diagram: Bridge Approach Ties (2607)	44

GRADING 45

A) GENERAL	45
B) CLEARING AND GRUBBING	46
C) EXCAVATION	46
D) UNSUITABLE MATERIAL	47
E) EMBANKMENTS	47
F) DITCHES	48
G) FINISHED SUBGRADE	48
H) SUBBALLAST	48
I) GEOTEXTILES	48
J) PIPE CULVERTS	49
Table 4: Corrugated Metal Pipe Specifications	50
Table 5: Elliptical Metal Pipe Specifications	50
K) EROSION PROTECTION	51
L) TEMPORARY CROSSINGS	52
M) PROTECTION	52
N) SAFETY OF AND DELAY TO TRAINS	52
O) ACCESS	52

MATERIALS..... 53

A) GENERAL	53
B) SCOPE	53
C) SUBBALLAST	53
Table 6: Subballast Gradation Requirements	53
D) BALLAST	54
Table 7: Track Ballast Gradation Requirements	54
E) TIES	54
F) TIE PLATES	55
G) RAIL	55
H) TURNOUTS	56
H) DERAILS	57
I) BUMPING POSTS OR WHEEL STOPS	57

Design

A) GENERAL

These guidelines are intended to provide information and guidance for the design and specifications for the construction of private railroad tracks and their supporting roadbeds. This document is intended to provide this information to industries and Contractors with varying degrees of experience in the design and construction of private tracks. The information provided, both general and specific, should **not** be considered as specifications, but may be used to assist in the preparation of specifications and preliminary drawings.

In general, the Industry shall construct, or cause to be constructed, all roadbed, ditches, drainage structures, and subballast required for the proposed track, **including** that of CSXT's ownership. When a proposed turnout is to be located in an existing CSXT owned track, CSXT will normally perform the construction of the turnout. CSXT will normally construct, own, and maintain the mainline turnout(s) and the portion of the sidetrack from the mainline turnout to and including the derail and/or the insulated joints. The Industry will normally construct, own, and maintain all remaining track from the CSXT ownership point into the rest of the industry. If the proposed turnout is located in an existing Industry owned track, Industry shall construct, own, and maintain all track. Final ownership and maintenance will be described in a Private Sidetrack Agreement that the Industry shall execute with CSX Transportation.

Industry shall provide, at no cost to CSXT, sufficient right of way for the construction and maintenance of CSXT owned track constructed on property beyond CSXT right of way. When industry owned track is constructed on CSXT right of way, CSXT will negotiate with the Industry for the occupancy of its property.

Industry shall furnish plans detailing track and roadbed design, drainage facilities, tipple details, building and loading dock sections, wire and pipeline crossings, car puller details, under track unloading pits, vehicle crossings (at grade or grade separations, public and private), etc., for design and clearance approval by CSXT. Preliminary plans should be submitted as early as possible to avoid potential problems and delay. CSXT engineers are available for consultation during all phases of a track project. This service should be utilized for any questions that may arise.

Proper notification must be made to the appropriate Division personnel prior to industry entering CSXT right-of-way to construct roadbed or tracks. A separate right-of-entry agreement with CSXT will be required to access the right-of-way for surveying and preliminary engineering activities prior to execution of Sidetrack Agreement with CSXT. When construction operations are closer than twenty-five feet from the centerline of a CSXT track, a flagman from the appropriate CSXT Division will be assigned to the job site to protect industry or contract personnel, and CSXT personnel and property at the industry's expense. A flagman may also be required for activities involving cranes and other swinging equipment that has the potential to enter into the fouling limits of the track.

All persons entering the CSX right-of-way during surveying and construction of the sidetrack shall follow all CSXT safety rules including wearing appropriate personal protective equipment to include safety glasses with sideshields, hard hats, and steel toe boots with distinct heel separation.

B) ROADBED AND DRAINAGE

Roadbed

Roadbed width, ditches, and slopes shall conform to current **CSXT Standard Roadbed and Ballast Drawing 2601 and 2602 on pages 19 and 20**. State or local regulations, codes, etc., may require increased width of roadbed for walkways or other purposes.

NOTE: The State of Tennessee requires walkway width extending for a distance of 10 feet from centerline of track on both sides. The walkway is to be level with the top of tie for a distance of 6 inches, and thereafter descending away from centerline at no greater than an 8 to 1 slope. The walkway, or fill-in ballast shall be comprised of material with an AREMA gradation #5.

Roadbed for private track within CSXT right of way and parallel to a main or operating track shall be constructed a minimum of 6 inches lower than that of the nearest main or operating track whenever drainage of the existing track could be affected by the new construction. CSXT strongly recommends that private sidetracks be located on track centers of at least 25 feet from the centerline of an adjacent CSXT main and siding or sidings; however, private sidetrack leads and other tracks not used for bulk loading shall be no closer than 18 feet from the centerline of adjacent CSXT main or siding tracks.

All turnout locations require **additional roadbed** to support the track structure and to provide proper walkways for CSXT train crews. CSXT requires that the roadbed taper from the existing section 100-foot preceding the point of switch (P.S.) to 18 feet from the centerline at the P.S. The 18 foot roadbed is to extend from the P.S. to the transition with the 12 foot roadbed on the diverging track. **See CSXT Standard Drawing 2603, page 21, for typical subgrade section and grading required at turnout constructed in CSXT's and the industry's track.**

Drainage

Design of the drainage system, including alterations of the existing drainage system on CSXT right of way, is the responsibility of the Industry. Drainage shall not be diverted, directed toward CSXT, or increased in quantity without prior approval and agreement with CSXT. All ditches, pipes, and culverts shall be adequately sized to carry the drainage without ponding of water against the roadbed (This shall be based on a 100 year storm). Track roadbed fills shall not be used as dams or levees for retention of water nor shall CSXT right of way be utilized for retention or settling basins. All drainage facilities must be shown on the drawings submitted by the industry.

Pipes and culverts shall conform to current AREMA Recommendations and ASTM Specifications. All such structures shall be designed to carry Cooper's E-80 loading with diesel impact. Reinforced concrete pipe under CSXT owned track shall be ASTM C-76, Class V, with "O" ring joints. Corrugated metal pipe under CSXT owned track shall be steel fiber bonded and asphalt coated or steel polymer precast, with minimum 24 inch wide connecting bands. The minimum recommended diameter of pipe under CSXT owned track is 36 inches.

Extension of pipes, culverts, or other drainage structures previously installed under CSXT owned track shall be made with culvert or drainage structures having the same size, shape, and dimensions as the existing pipe. In no case shall the existing drainage structure be extended so that the hydraulic capacity is decreased or obstructed. In some cases, it may be necessary to extend existing outlets with pipe or culvert of a larger size. Details of connections to mismatched culverts shall be submitted for CSXT approval.

C) TRACK DESIGN

Turnout Definitions

Point of Switch (P.S.): The point at which a track begins to diverge from another

Point of Intersection (P.I.): As applied to turnouts, the point of intersection of the centerlines of the diverging track and the through track

Point of Frog (P.F.): The point at which two running rails intersect within a turnout or crossing

Heel of Frog: The end of the frog that is furthest from the point of switch.

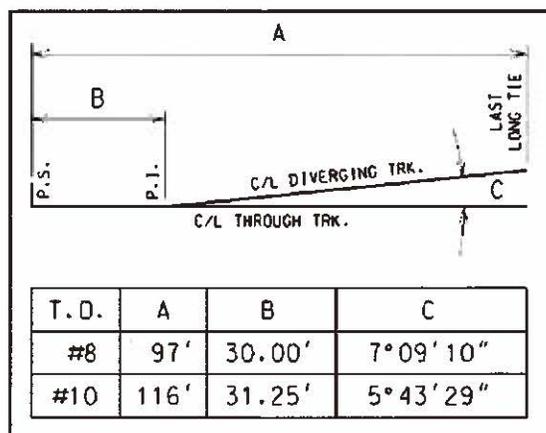
Turnouts

A turnout (T.O.) consists of all parts of the track structure, including switch points, frog, rails, switch ties, fastenings, etc., necessary to connect one track to another. Turnouts are designated by the size of the frog contained in the turnout. Turnouts to be installed and maintained by CSXT in its tracks must be No.10 or larger. Turnouts installed for private sidetracks must be No.8 or larger in industry tracks and No.10 or larger in industry owned lead tracks. Turnouts for loading and unloading in motion tracks must be No. 10 or larger. Turnouts installed on industrial sidetrack shall include switch point guards.

See CSXT Standard Drawings, pages 22 through 25, for design data for CSXT Standards for No. 8 and No.10 turnouts.

A turnout must not be designed as a simple curve. Table 1 provides dimensions for laying out turnouts on plans using point of intersection and turnout angle. This method is a simple and acceptable way of representing turnouts on plans. Local conditions, including curves or the use of long cars or special equipment, may require the use of larger size turnouts.

Table 1 – Turnout Geometry Data



On CSXT main track, the location of any portion of a turnout shall not be located within **200 feet of curves, road crossings, railroad bridges, tunnels, or other turnouts**. On other tracks, this distance may be reduced to 50 feet. If the turnout is located within 500 feet of a bridge, a walkway meeting CSXT's standards is required on the bridge to accommodate switching operations.

Horizontal Curves

Track should be designed using the minimum degree (maximum radius) of curve practicable. Special circumstances, including the use of long cars or special equipment, may require a lesser degree of curvature. Sharper curves may restrict the size of locomotives and opportunity to provide timely switching service due to locomotive restrictions. While a maximum curvature of 10° (radius of 573.69') is highly recommended, under no circumstance without written approval of the Chief Engineer-Design, Construction, and Capacity, will the degree of curvature for the track exceed 12° (radius of 478.34').

Typically, railroads use the chord definition of degree of curve. This defines degree of curve as, **the central angle subtended by a 100-foot chord. The degree of curve is denoted by D_c , where**

$$\sin(\frac{1}{2}D_c) = 50/r$$

and r is the radius of the curve.

Wherever practicable, a curve should begin beyond the last switch tie, but, if required by special circumstances, a curve may extend onto the switch ties. In no case shall a curve begin between the point of switch and the heel of frog. A curve should be avoided at the loading point of a bulk loading facility or at an under track unloading structure.

Spiral curves and superelevation are not normally required on industry tracks but, if required by special circumstances, shall be designed according to current CSXT standards.

Horizontal reverse curves (curves following each other in opposite directions) shall be separated by a minimum 100 feet of tangent (straight sections) as specified in "**Design Criteria**" on page 14.

Grades and Vertical Curves

Track grades shall be minimized where possible, consistent with terrain requirements. Grades must be carefully designed to ensure that motive power available will handle the tonnage to be moved. This takes into consideration number of cars, whether loaded or empty, etc. Grades for "Load / Unload in Motion" track should be designed so that a train is under power with no bunching of couplers while loading or unloading. Frequent changes of grade are to be avoided. Vertical curves shall be provided at all grade changes, and shall be as long as practicable. Minimum standards for calculation of vertical curves are specified in "**Design Criteria**."

Grades shall be compensated for curvature at the rate of 0.04% for each degree of curvature. For example, the maximum allowable grade on a 10 degree curve for a Load / Unload in motion track is 1.5% - (10 x 0.04) = 1.1% grade in the 10 degree curve.

Grades, including compensation, shall not exceed 2.5% on industry and lead tracks, 1.5% on load/unload in motion tracks, and 0.7% on loop tracks.

The section of a track where railcars are placed for loading and unloading shall have a 0.00% grade.

Neither grade changes nor vertical curves shall be within the limits of switch ties.

Derails and Bumping Posts

Derails of an approved type will be installed at or near the clearance point of all turnouts entering CSXT's tracks. Double switch point derails are required when a sidetrack descends toward a main track, when the industry moves cars within the industry, or if operating conditions require positive derail

protection. Sliding derails with a stand may be used where the sidetrack is level to the track it connects to, or descends away from the track being protected; additionally no portion of that track's elevation can be higher than the elevation of the derail. Derails shall be placed so that a car will derail away from, and before it fouls, the track being protected, or damages the building intended to be protected. Double switch point derails are required for all industries handling hazardous materials; sliding or other types of derails shall not be employed by industries handling hazardous materials.

Sliding derails shall be located no closer than 15 feet beyond (further away from the P.S.) the 15 feet clearance point of a given track. Switch point derails shall be located no closer than 50 feet beyond the 15 feet clearance point. Note that additional distance may be required depending on the severity of a descending grade and the track configuration.

A bumping post shall be installed at the end of all tracks. A bumping post is used when the track ends short of a structure, roadway, or public area that must to be protected from cars rolling or being pushed beyond the end of the track. In most industrial situations, a bumping post offers adequate protection. However, cars loaded or empty, rolling or being pushed at an excessive speed will not be stopped by a bumping post. Other protective measures should be taken to supplement the bumping post. Wheel stops should be used only to prevent a standing car from beginning to roll. A rolling car or one being pushed most likely will not be stopped by wheel stops making them ineffective for Industries where cars are typically moved. Earthen barriers may be used for mine tracks only.

D) STRUCTURES

All bridges, trestles, box culverts, unloading pits, conveyors, etc., shall be designed under the authority of a licensed professional engineer familiar with and in accordance to the American Railway Engineering and Maintenance-of-Way Association's *Manual for Railway Engineering* (latest edition published annually—see www.arena.org for details on obtaining the manual) chapters 7 (timber), 8 (concrete), and 15 (steel structures), using a live load of Cooper E-80 with full diesel impact. For a new bridge constructed over the track, minimum clearances are 23 feet vertical (measured from top of highest rail) and 18 feet total horizontal (9 feet either side of the centerline of track). The proposed design for bridges, trestles, box culverts, unloading pits, conveyors, etc. shall be reviewed by CSXT prior to construction. To avoid delay, plans should be forwarded to CSXT allowing sufficient time for review.

Design and construction of track scales shall be conducted under the authority of a licensed professional engineer familiar with and in accordance with the American Railway Engineering and Maintenance-of-Way Association's *Manual for Railway Engineering* and the Association of American Railroads *AAR Scale Handbook*

E) CLEARANCES

All fixed or movable obstructions above or adjacent to tracks shall provide horizontal and vertical clearance as required by applicable State or Local laws or regulations, or by CSXT current Standards, whichever is greater. See **CSXT Clearance Diagrams, pages 17 through 18**. Clearances shall be increased to compensate for curvature and superelevation as specified.

Lesser clearances must have the approval of CSXT and the appropriate governmental agency. Any clearances less than CSXT standard shall be considered a substandard (close) clearance. CSXT will require signs or markings to warn CSXT employees of approaching substandard clearances. The close clearance sign shall be illuminated at night. All substandard clearances and associated liabilities will be noted in the sidetrack agreement.

The distance between adjacent tracks is also subject to legal and CSXT clearance requirements. CSXT strongly recommends that private sidetracks be located on track centers of at least 25 feet from the centerline of adjacent CSXT main and siding or sidings; however, private sidetrack leads and other tracks not used for bulk loading shall be no closer than 18 feet from the centerline of adjacent CSX main or siding tracks. The minimum distance to other tracks is shown on **Standard Clearance Matrix, page 18**. The centerline of a bulk-loading track shall not be less than 27 feet, at the loading point, from the centerline of an adjacent main or operating track. **No portion of a loading structure shall be closer than 18 feet from the centerline of the nearest main or operating track.** The above minimum 27 feet bulk loading track center is to be adjusted upward to accommodate for the actual size of the portion of the loading structure between the tracks, while observing the required minimum 8'-0" and 18'-0" lateral track clearances, respectively, for the loading track and the main or operating tracks.

F) CROSSINGS

Track Crossings At Grade

Designs involving one track crossing another at grade are prohibited without written approval of the Chief Engineer-Design, Construction, and Capacity.

Roadway Crossings At Grade

Road crossings at grade must be designed to provide proper sight distances and may require other safety measures such as automatic grade crossing warning devices (flashing lights, gates, etc.). A triangular sight distance envelope must be maintained for 300 feet along the track either side of the crossing and 100 feet along the road from the nearest track; the sight distance shall be maintained to a height of 3.75 feet above the pavement. Existing crossings shall be eliminated whenever possible and new roadway crossings are not permitted without written approval from CSXT. In the event that a private roadway is required that crosses CSXT owned track, it must be covered by a separate agreement. Information on obtaining the agreement may be obtained from CSX's website at www.csx.com.

New track crossings of public roads involve obtaining permission from governmental agency having jurisdiction, and often require detailed plans, public hearings, etc. Both public and private crossings with CSXT tracks shall conform to CSXT standards and be constructed of asphalt with timber flangeway and filler blocks, unless a higher type crossing (full rubber, slab, concrete, etc.) is desired by the Industry or required by the governmental agency. The materials used for road crossings must conform to CSXT's specifications. Plans for roadway crossings must be submitted to CSXT for approval.

If automatic grade crossing warning devices are required by CSXT or a governmental agency, plans of control apparatus, equipment, and method of installation are subject to review and approval of CSXT and the governmental agency. The entire cost of installation and ongoing maintenance of crossing warning devices shall be borne by the industry.

Track design must provide proper clearance at grade crossings. Railroad cars or other equipment must not stand or be left either within 100 feet of crossings equipped with automatic grade crossing warning devices or within 200 feet of crossings not so equipped (CSXT Operating Rule 100-G). Some state statutes may require additional clearance requirements; check with the CSXT Manager of Site Design for additional details.

Stream and Public Drain Crossings

Complete plans for culverts, bridges, trestles, or other drainage structures must be approved by CSXT and appropriate governmental agencies, and required permits obtained, before construction.

Wireline and Pipeline Crossings

Each wireline, pipeline, or fiber optic cable crossing or running parallel to tracks owned and maintained by CSXT must be covered by a separate agreement between the industry and the CSXT. These utility installations shall conform to CSXT's standards for installation of Pipelines and Wirelines as appropriate. The industry should obtain a copy of the CSXT application form for the installation of wireline and pipeline crossings, and parallelisms from www.csx.com or by calling CSXT Property Services at 904-633-5662.

Proper notification must be made to the appropriate Division personnel prior to industry entering CSXT right-of-way to construct such crossing. A flagman from the appropriate Division will be assigned to the job site to protect industry or contract personnel, and CSXT personnel and property.

Pipelines

Pipeline crossings and installations parallel to a track shall conform to the current CSXT standards for installation of pipelines on CSXT right of way.

All pipeline installations on CSXT right-of-way and at industry's expense, must be approved by CSXT prior to any construction. The industry must submit complete plans for all proposed pipelines that will cross land and tracks owned and maintained by CSXT, and tracks owned by others (sidings, industry tracks, etc.) over which CSXT operates.

Wirelines

Electric power line clearances, both overhead and lateral, shall conform to CSXT Standards and the National Electric Safety Code. All wireline installations on CSXT right-of-way must be approved by CSXT prior to any construction. The industry must submit complete plans meeting CSXT standards for installation of wirelines on CSXT right of way for all proposed wirelines that will cross under tracks owned and maintained by CSXT, and tracks owned by others (sidings, industry tracks, etc.) over which CSXT operates.

Fiber Optic Cable

Underground Fiber Optic Cable installations (longitudinal occupations on CSXT property) may require relocation, lowering, and/or protective casing installation. CSXT's Engineering representative will contact the Fiber Optic Company to arrange for relocation, lowering, and/or protection of the Fiber Optic Cable at the discretion of the Fiber Optic Company.

Other Crossings

Any other crossing including, but not limited to conveyor crossings - both over and under the tracks - must conform to the same clearance requirements as overhead bridges. Plans must be submitted for CSXT approval and must be covered by a separate agreement.

G) HAZARDOUS MATERIALS

The loading, unloading, and storage of hazardous materials may require special design of tracks. Minimum clearances, minimum distances from storage facilities to track, bonding, and grounding of track, etc. must be considered when designing tracks for the handling of hazardous materials.

Definitions

Active Track Any main, siding, or other track owned by CSXT and any other track over which the speed of trains on the track exceed 15 MPH.

Combustible Liquid - Any liquid that does not meet the definition of any other DOT hazardous materials classification and has a flash point at or above 100°F (37.8°C) and below 200°F (93.3°C) as determined by a DOT approved closed testing method.

Hazardous Material - A substance or material which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated in Title 49 of the Code of Federal Regulations (49CFR105 and 172).

Flammable Liquid - Any liquid having a flash point below 100°F (37.8°C) as determined by a United States Department of Transportation (DOT) approved closed testing method.

Liquefied Petroleum Gases (LPG) - Any material which is predominately composed of any of the following hydrocarbons or mixtures thereof: Propane, Propylene, Butanes, and Butylenes, in liquid or gaseous state, having a vapor pressure in excess of 26.0 psi at 100°F.

Terminal - The location and operation point where loading and/or transfer of the above-mentioned commodities takes place.

Transfer - The process of unloading from a railroad tank car(s) into fixed storage facilities and unloading from fixed storage facilities into railroad tank car(s). The term also refers to the process of loading or unloading railroad tank cars directly into or from truck transport trailers.

Transfer point - Location of point where transfer hose or apparatus is connected to transfer vehicle or device.

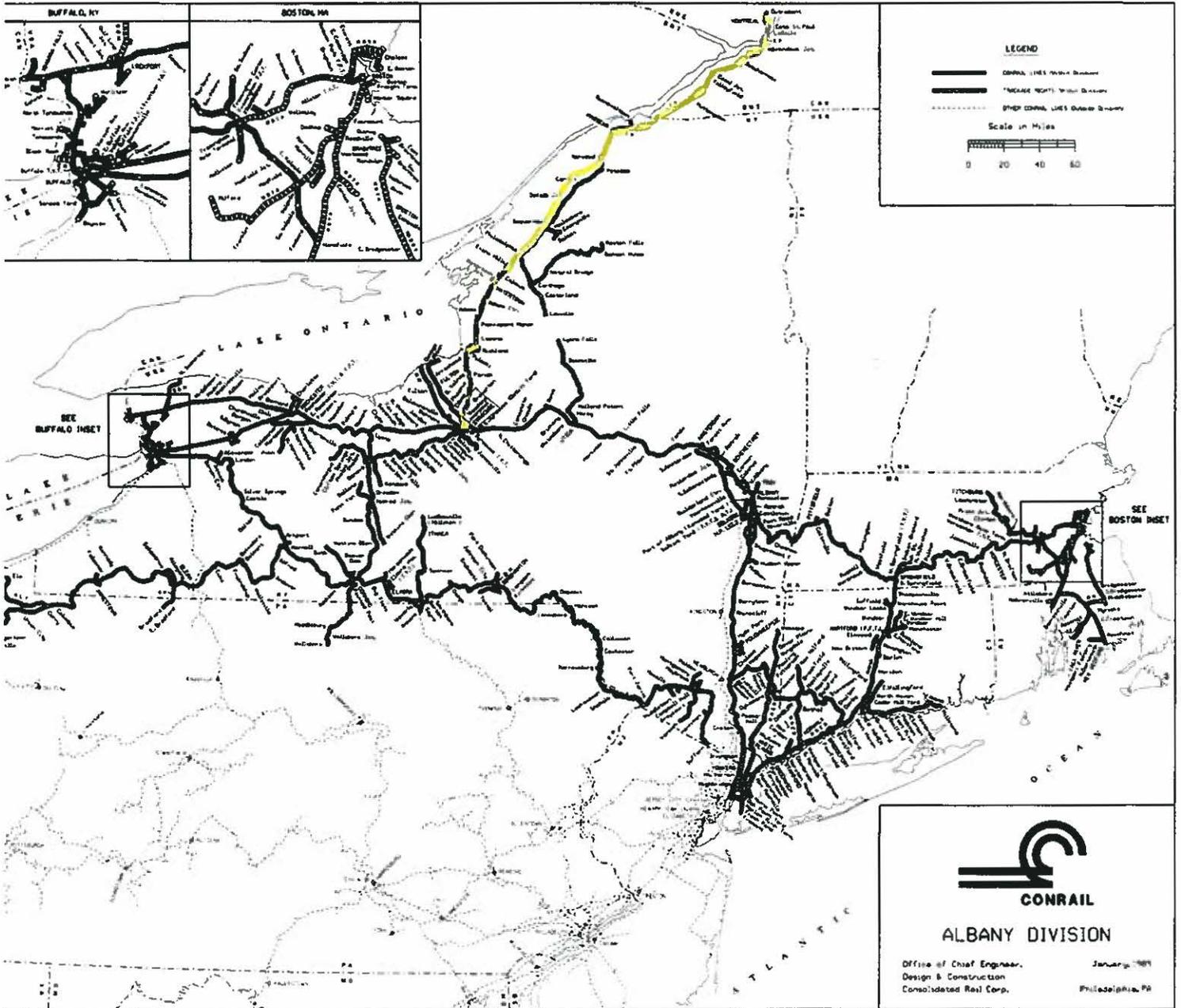
Location of tracks

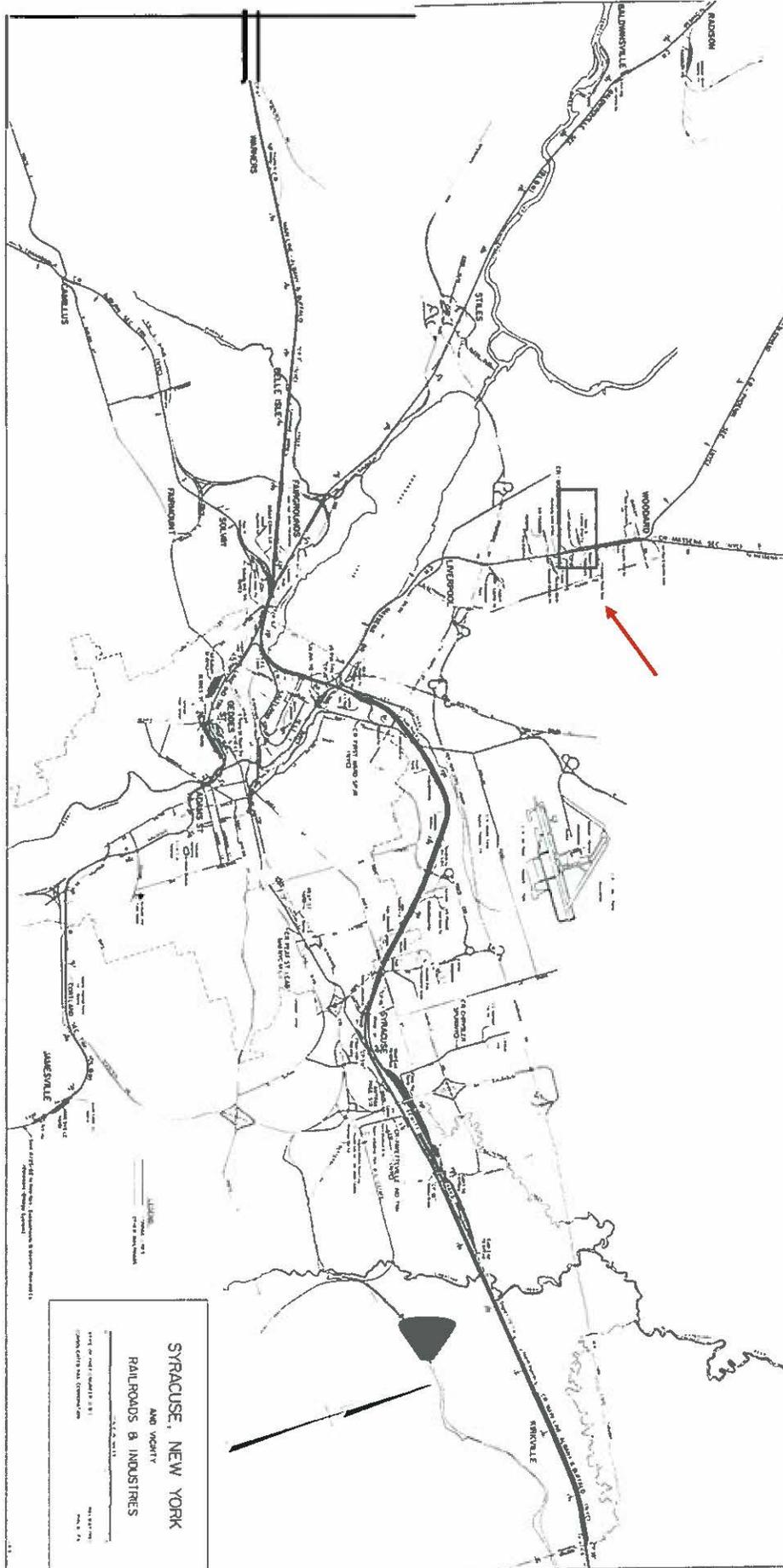
Distances from any active railroad track to any facility/installation for transferring from tank car(s) or storage of hazardous materials, must be taken from the center of the railroad track in question to the nearest boundary of the transfer facility or material storage area(s).

Flammable and Combustible Liquids

Transfer point for flammable liquids must be located 100 feet from an active track, when physical conditions permit, and in no case less than 50 feet. When within 75 feet and the ground slopes towards such a track, a retaining wall, dike, or earthen embankment must be placed between the installation and the track. The retaining wall, dike, or earthen embankment constructed to effectively prevent liquids from flowing onto such track(s) in case of an accident. Transfer point for combustible liquids must be

Exhibit 1





Sheet No. 3

Woodard Industrial
Corporation,
2611 Lodi Street,
Syracuse, New York

) Right of Way Agreement
) Dated April 13, 1966
) Ack'd. April 29, 1966
) Cons. \$1.00 ad.

and

D. H. Overmyer Company, Inc.,
201 East 42nd Street,
New York, New York

) Recorded May 2, 1966
) @ 11:02 A.M.
) Book 2297 Page 465 ad.

First party hereby grants and conveys to the party of the second part, its successors and assigns a permanent right of way for a railroad spur track to be used and enjoyed in common with others, upon, over and across the following described premises:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York, being part of Farm Lot 88 in said Town and more particularly described and designated in yellow on the map attached hereto and made a part hereof.

It is the intent of the parties that said railroad right of way herein granted shall be for the benefit of the two parcels of land outlined in red on the attached map; the northerly parcel being conveyed to the party of the second part simultaneously with the delivery of this instrument and the southerly parcel intended to be conveyed to the party of the second part by a subsequent conveyance, and shall be for the benefit of premises owned by the party of the first part north and south of said right of way. It is understood and agreed between the parties that party of the first part intends to convey a metes and bounds description of these premises to the New York Central Railroad Company.

ONONDAGA ABSTRACT COMPANY, INC.

①

THIS INSTRUMENT was the 15th day of April 1968 between
DORIS PROPERTIES CORPORATION, a New York Corporation with its
principal office at 3015 East Street, Syracuse, New York, party
of the first part, and R. H. OVERMAN COMPANY, INC., a New York
Corporation with its principal office at 301 East 42nd Street, New
York, New York, party of the second part.

W I T N E S S E T H

That the Party of the first part in consideration of
ONE & no/100 DOLLAR (\$1.00) and other good and valuable considera-
tion, receipt whereof is hereby acknowledged, hereby grants and
conveys to the party of the second part, its successors and
assigns a permanent right of way for a railroad spur track to be
located and enjoyed in common with others, upon, over and across the
following described premises:

ALL THAT TRACT OR PARCELS OF LAND of more or less in the town
of Clay, County of Onondaga and State of New York,
being part of Part Lot 55 in said town and more
particularly described and designated in yellow on
the map attached hereto and read as part hereof.

It is the intent of the parties that said railroad right
of way herein granted shall be for the benefit of the two parcels
of land outlined in red on the attached map; the southerly parcel,
being returned to the party of the second part simultaneously with
the delivery of this instrument, and the northerly parcel intended
to be conveyed to the party of the second part by a subsequent
conveyance, and shall be for the benefit of premises owned by the
party of the first part north and south of said right of way. It
is understood and agreed between the parties that the party of the
first part intends to convey a lot and lands description of
said parcel to the New York Central Railroad Company.

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BOX
MAP
15

TO HAVE AND TO HOLD said premises and appurtenances thereto unto the heirs and assigns of the second party, his executors and administrators.

IN WITNESS WHEREOF the party of the first part has caused the corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers and the like and thereunto written.

WOODARD DEVELOPMENT CORPORATION

[Signature]

STATE OF NEW YORK
COUNTY OF []

On this 2nd day of April, 1948 before me personally appeared *Robert G. Small*

to me personally known, who, being by me duly sworn, did depose and say that he resides in *[Address]* that he is the *[Title]* of WOODARD DEVELOPMENT CORPORATION, the corporation described in, and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is said corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[Signature]
Notary Public
[Signature]
Notary Public

b.

RIGHT OF WAY AGREEMENT

BEFORE

LYONARD INDUSTRIAL CORPORATION

AND

B. H. OVERSOLE COMPANY, INC.

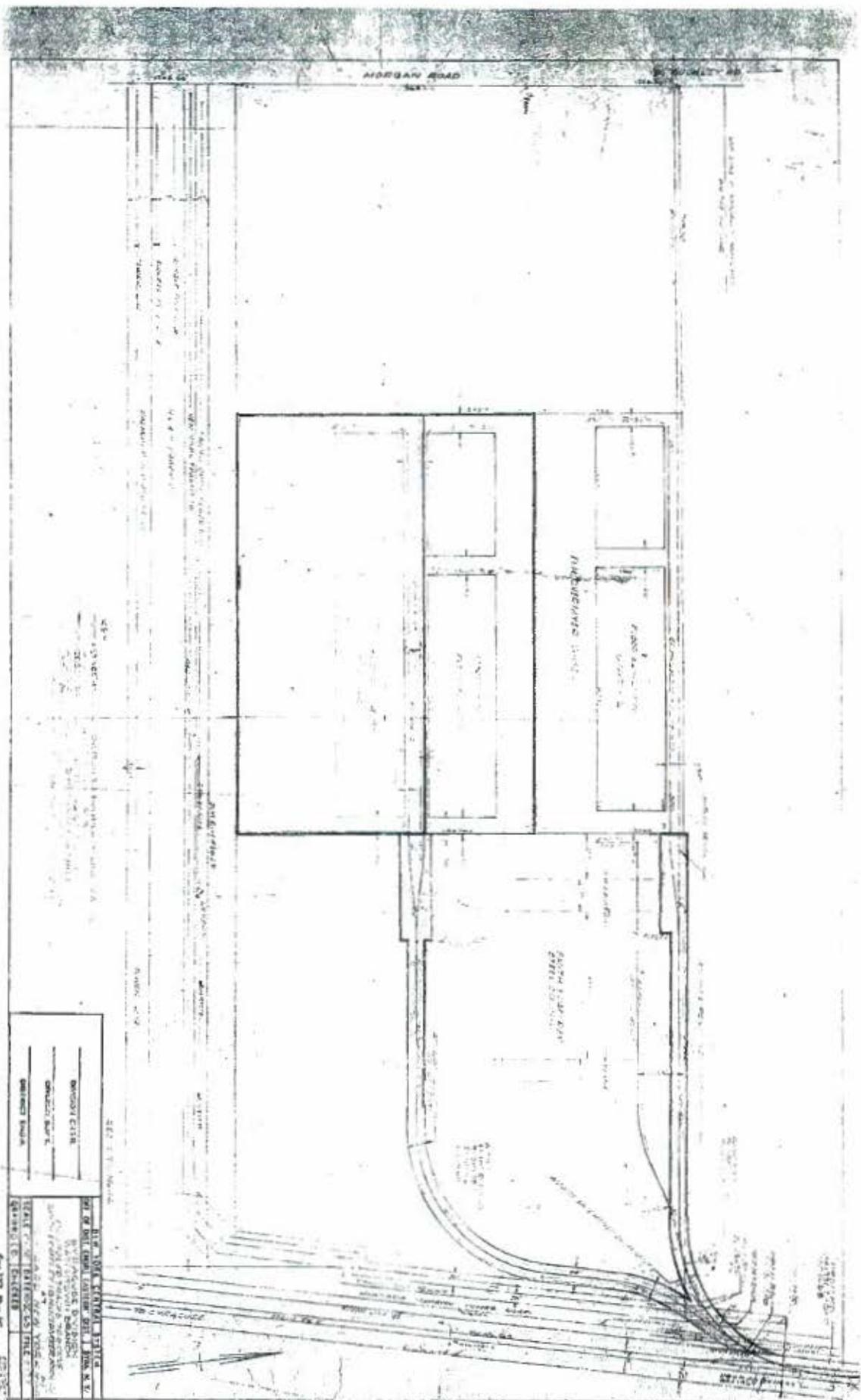
Dated: April 10, 1966

WITNESSES:
[Illegible text]

WITNESSES:
[Illegible text]

WITNESSES:
[Illegible text]

100-117-100-117



OWNER	...
DESIGNER	...
DATE	...

AIRBORN ROAD
 SOUTH SIDE
 WEST SIDE
 ...
 ...
 ...

Contract Number _____

SIDETRACK AGREEMENT

Exhibit 6

THIS AGREEMENT, made as of the 5th day of October 1987, by and between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation having its principal business offices at Six Penn Center Plaza, Philadelphia, Pennsylvania 19103-2959 ("Conrail"), and Pioneer Warehouse and Distribution, a company incorporated and existing under the laws of the State of New York (the "Industry") and subject to the assent of Carrols Corporation _____ (the "Industry").

WITNESSETH :

WHEREAS, the Industry desires track facilities at or near Liverpool Station, County of Onondaga, State of New York, described as follows:

An existing Sidetrack having a point of switch in Conrail's Montreal Secondary Track, Line Code 47-4721, at Mile Post 6.58 and extending in a westerly direction for a distance of 2,613 feet as shown from A to C on Exhibit A.

in accordance with Plan No. 4721-6.58A, dated May 20, 1986, last revised June 15, 1987, attached hereto, made a part hereof, and marked "Exhibit A," such track facilities and the right-of-way thereunder being collectively hereinafter referred to as the "Sidetrack."

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

Section 1. Right-of-Way

1.01 The Industry, at its sole cost and expense, shall obtain the rights for and provide all necessary right-of-way beyond Conrail's property line as may be required for the proper construction and operation of the Sidetrack, which right-of-way shall be satisfactory to Conrail.

1.02 The obligation and the cost and expense of complying with any law, ordinance or order of any lawfully constituted public authority and of procuring, and complying with the requirements of, any permit or consent whatsoever required by municipal, state, federal or other duly constituted authorities for the construction, maintenance, operation, replacement, renewal, removal, and use of the Sidetrack shall be borne by the Industry. The Industry shall erect and thereafter maintain, repair, and operate at its own cost and expense such warning signs, fences, guards, and other protective devices, including without limitation highway-railroad grade crossing protection devices, as may be necessary or required by any law, ordinance or order of any regulatory body having jurisdiction.

1.03 The Industry shall not grant, dedicate, or convey (or participate in the grant, dedication or conveyance of) any rights to third parties (or to federal, state, municipal or other public bodies) to establish vehicular or pedestrian grade crossings over the Sidetrack without the prior written consent of and subject to such terms and conditions as may be prescribed by Conrail.

1.04 Conrail and its agents shall have the right to enter upon property leased to or owned, controlled or maintained by the Industry for the purpose of inspecting, maintaining, repairing, replacing, renewing, and operating over the Sidetrack; provided, however, that Conrail shall have no duty to engage in such activities.

Section 2. Construction

The Sidetrack, including without limitation the roadbed, trestles, bridges, and all other appurtenances in connection therewith, shall be constructed by the Industry at its sole cost and expense, except as follows:

- Existing Sidetrack, no construction.
- _____
- _____
- _____
- _____
- _____

Section 3. Maintenance

3.01 The Sidetrack shall be repaired and maintained (including without limitation clearing and re-railing of derailments and wrecks and removal of ice, snow, weeds, bushes, trees, slippery substances, debris of all kinds, obstructions to vision or movement, oil, industrial supplies and waste, and contents spilled, dumped or leaked from rail cars or the Industry's equipment) and, when necessary, replaced, renewed, and removed to the satisfaction of Conrail, by and at the sole cost and expense of the Industry, except as follows:

That portion of the Sidetrack, 170 feet in length as shown from A to B on Exhibit A, shall be maintained by Conrail.

All maintenance to be performed by the Industry shall be to a minimum of Federal Railroad Administration Class I track standards.

3.02 Any provisions of Section 3.01 hereof to the contrary notwithstanding, commencing the first full calendar year under this Agreement the Industry shall be

subject to Conrail's Freight Tariff CR 9330-F, Supplement 3, Item 230, Maintenance charge for Industrial Switch Connections, effective September 6, 1986, attached hereto, made a part hereof, and marked "Exhibit B," and all reissues and supplements thereto, wherein the word "owner" shall mean the Industry. Any payments due under such tariff shall be billed by Conrail to the Industry which shall make payment to Conrail in accordance with the provisions of Section 10 hereof.

Section 4. Ownership

Ownership of the Sidetrack shall be vested as follows:

That portion of the Sidetrack, 170 feet in length as shown from A to B on Exhibit A, shall have title and ownership vested in Conrail. That portion of the Sidetrack, 2,443 feet in length as shown from B to C on Exhibit A, shall have title and ownership vested in the Industry.

Section 5. Use

5.01 Conrail, its agents, and subsidiary and affiliated companies shall have the right to use the whole or any part of the Sidetrack, provided such use shall not unreasonably interfere with the use thereof by the Industry.

5.02 Neither party hereto shall permit or authorize the use of the Sidetrack by or for the benefit of any other person, firm or corporation not one of the parties hereto without the prior written consent of the other party. Conrail retains the right to construct and use additional switch connections with that portion of the Sidetrack on Conrail's property when additional sidetracks may be necessary in the conduct of its business.

5.03 The Industry shall observe and comply with (i) all applicable federal, state, and local rules, regulations, orders, and laws and all railroad practices pertaining to shipments originating or terminating on the Sidetrack, and (ii) Conrail's Engineering and Operating Criteria for Industrial Sidings.

Section 6. Changes

If any change, rearrangement, extension or enlargement of the Sidetrack or the structures or appurtenances thereof shall at any time be necessary by reason of any change in Conrail's track or tracks, or because of any change in Conrail's operating practices, or to comply with the regulations, decisions or orders of any governmental agency or court, the Industry shall bear all expense in connection therewith or resulting therefrom. If, in connection with the

foregoing, Conrail incurs any cost or expense, such cost and expense shall be billed to the Industry which shall reimburse Conrail, all in accordance with the provisions of Section 10 hereof. The Industry shall not make any change, rearrangement, extension or enlargement of the Sidetrack or the structures or appurtenances thereof without the prior written consent of Conrail.

Section 7. Clearances

7.01 The Industry shall not construct or permit any obstruction over any portion of the Sidetrack less than 22.0 feet above top of rail, or alongside thereof less than 8.5 feet from center of track, with the necessary additional clearances on curves, without the prior written approval of Conrail and any regulatory body having jurisdiction.

7.02 The minimum clearances specified in Section 7.01 hereof may be changed by Conrail to meet changes in conditions or operating or legal requirements and the Industry shall, at its sole cost and expense, upon written notice from Conrail, make such changes in the portion of the Sidetrack, right-of-way, and facilities leased to or owned, controlled or maintained by the Industry as may be necessary.

Section 8. Liability

8.01 As between the parties hereto, responsibility for all claims, liabilities, demands, actions at law and equity, judgments, settlements, losses, damages, and expenses of every character whatsoever for any injury to or death of any person or persons whomsoever, including without limitation the directors, officers, agents, and employees of Conrail and the Industry, for any damage to or loss or destruction of property of any kind by whomsoever owned, including without limitation the parties hereto and their directors, officers, agents, and employees, and for any damage to or destruction of the environment whatsoever, including without limitation land, air, water, wildlife, and vegetation, caused by, resulting from, arising out of, or occurring in connection with the construction, operation, maintenance, repair, replacement, renewal, use, presence or removal of the Sidetrack, or incidental to or appertaining thereto (the foregoing all hereinafter collectively referred to as "Claims"), shall be governed by Sections 8.02 through 8.05 hereof. Except as otherwise provided in Section 8.04 (iii) hereof, the party which is responsible shall release the other party from all responsibility for such Claims and shall defend, indemnify, protect, and save harmless the other party and its directors, officers, agents, and employees from and against all such Claims.

8.02 Irrespective of any fault, failure or negligence, in whole or in part, on the part of Conrail or its directors, officers, agents or employees, the Industry shall be responsible for Claims arising, in whole or in part, from the following non-standard conditions:

Curvature on the Sidetrack in excess of 12° - 30'.

8.03 In the event Conrail is subjected to any Claims under the Federal Employers' Liability Act (or any amendments thereto) predicated on the allegation or finding that Conrail failed, in respect to the portion of the Sidetrack leased to or owned, controlled or maintained by the Industry, to provide a safe place to work or failed to correct or guard against an unsafe condition, the Industry shall be responsible for such Claims except where it establishes through judicial process or to the satisfaction of Conrail that such Claims were caused by (i) acts or omissions which would constitute negligence on the part of Conrail under the common law of the state in which the Sidetrack is located, or (ii) defective railroad equipment owned by, leased to, or in the account of Conrail, in which events responsibility shall be governed by Section 8.04 hereof; provided, however, that failure by Conrail to make complaint to the Industry with

respect to unsafe working conditions or with respect to the Industry's failure to carry out its obligations under this Agreement, or knowledge on the part of Conrail of such unsafe working conditions or place to work or of such failure by the Industry to carry out its obligations under this Agreement, shall not constitute acquiescence therein by Conrail or negligence on its part.

8.04 Except as otherwise provided in Sections 8.02 and 8.03 hereof, responsibility for Claims as between the parties hereto shall be borne as follows:

- (i) Conrail shall be responsible for such Claims arising from or growing out of its negligence or that of its directors, officers, agents or employees, either solely or in conjunction with a third party, and for its failure, or that of its directors, officers, agents, or employees, to comply with its obligations under this Agreement when such failure is a contributing cause to such Claims;

- (ii) The Industry shall be responsible for such Claims arising from or growing out of its negligence or that of its directors, officers, agents or employees, either solely or in conjunction with a third party, and for its failure, or that of its directors, officers, agents, or employees, to comply with its obligations under this Agreement when such failure is a contributing cause to such Claims;
- (iii) The parties hereto shall bear in equal shares responsibility for all Claims arising from or growing out of the joint or concurring negligence of both parties hereto, or their respective directors, officers, agents or employees, or their joint failure, or that of their respective directors, officers, agents or employees, to comply with their respective obligations under this Agreement when such failure is a contributing cause to such Claims;

(iv) For the purposes of this Section 8.04, there shall be rebuttable presumptions that (a) any fire or explosion occurring on property leased to or owned, controlled or maintained by the Industry in connection with the use, operation, or maintenance of the Sidetrack, and (b) any damage to railroad equipment owned by, leased to, or in the account of Conrail occurring on the Sidetrack, were caused solely by the fault or negligence of the Industry.

8.05 Unless otherwise specifically agreed to in writing by the parties hereto, the negligence of any tenant, invitee, licensee, or grantee of the Industry occurring on property leased to or owned, controlled or maintained by the Industry shall for the purposes of Section 8 hereof be deemed the negligence of the Industry.

8.06 Anything in this Agreement to the contrary notwithstanding, the Industry hereby waives any constitutional, statutory or decisional immunity which would invalidate or nullify the Industry's obligation to indemnify Conrail hereunder.

Section 9. Discontinuance

Any and all loss and damage sustained by the Industry in consequence of any temporary or permanent elimination of the Sidetrack, or service thereover, due to circumstances beyond Conrail's reasonable control shall be assumed by the Industry. Without limiting the generality of the foregoing, Conrail may, at its option, suspend rail service in the event the Industry breaches any of the covenants in this Agreement and such suspension may continue until such breach is remedied.

Section 10. Payment

10.01 All payments called for under this Agreement shall be made by the Industry within thirty (30) days after receipt of bills therefor. The records of the Industry, insofar as they pertain to matters covered by this Agreement, shall be open at all reasonable times to inspection by Conrail.

10.02 Excluding payments to be made by the Industry under the provisions of Section 3.02 hereof, all bills rendered by Conrail pursuant to the provisions of this Agreement shall include direct labor and material costs, together with surcharges for fringe benefits, overheads,

material handling costs, and equipment rentals at rates specified by Conrail's Vice President and Controller.

Section 11. Severability

If any part of this Agreement, other than Section 13.01 hereof, is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts thereof shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

Section 12. Choice of Law

This Agreement shall be governed by the law of the state in which the Sidetrack is located.

Section 13. Term

13.01 This Agreement shall be effective the date first above written and shall continue in force and effect until terminated by either party, with or without cause, on thirty (30) days' prior written notice to the other party. Such notice on the part of Conrail may be given, at its option, by posting it upon or near the

Sidetrack and this Agreement shall terminate thirty (30) days after such posting. Any obligation assumed and any liability which may have arisen or been incurred by either party hereto prior to such termination shall survive termination of this Agreement.

13.02 Upon termination of this Agreement, Conrail and its agents shall have the right, but not the obligation, to remove the switch connection and any portion or all of the Sidetrack on its property and to enter upon property leased to or owned, controlled or maintained by the Industry and remove any and all material owned by Conrail, and neither Conrail or its agents shall be liable to account in any way to anyone for any monies paid or expended on account of any of the track or tracks or appurtenances thereto covered by this Agreement, nor for any damages resulting from the removal of any or all material owned by Conrail.

13.03 Until terminated as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors, and assigns; provided, however, that the Industry shall not assign or transfer this Agreement, or any of its rights, interests or obligations hereunder, without the prior written consent of Conrail.

Section 14. General Provisions

14.01 In the event Conrail performs any work or satisfies any responsibility or liability which under the terms of this Agreement is the obligation of the Industry to perform or satisfy, any cost or expense incurred by Conrail in connection therewith shall be billed to the Industry which shall reimburse Conrail, all in accordance with the provisions of Section 10 hereof.

14.02 The parties hereto recognize that some regulatory bodies may not have jurisdiction over the Industry as to clearances, bridges or highway-railroad at grade, above grade or below grade crossings on or about the Sidetrack and that orders and decisions of such bodies regarding such matters may direct Conrail to take certain actions with reference thereto. If in complying with any such orders or decisions Conrail incurs any cost or expense, such cost and expense shall be billed to the Industry which shall reimburse Conrail, all in accordance with the provisions of Section 10 hereof. The provisions of this Section 14.02 shall survive termination of this Agreement.

14.03 This Agreement and each and every provision hereof are for the exclusive benefit of the parties hereto and not for the benefit of any third party.

Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against either of the parties hereto.

14.04 All Section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

14.05 This Agreement and the attachments annexed hereto and integrated herewith contain the entire agreement of the parties hereto and supersede any and all oral understandings between said parties.

14.06 No term or provision of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing signed by the parties hereto.

14.07 All words, terms, and phrases used in this Agreement shall be construed in accordance with the generally applicable definition or meaning of such words, terms, and phrases in the railroad industry.

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

WITNESS: CONSOLIDATED RAIL CORPORATION

John J. Marlon
CONRAIL ADMINISTRATIVE ASBY.

By: R. C. Dunning
GENERAL MANAGER

ATTEST OR WITNESS: PIONEER WAREHOUSE AND DISTRIBUTION

John M. Balgo

By: Raymond R. Plouffe

CARROLS CORPORATION HEREBY ASSENTS TO THIS AGREEMENT

By: Kenneth A. Fagnano

Note: Execution by the Industry. In the event the Industry is an individual, insert the name of the individual and have such individual sign his name in full and have an adult who witnessed such signing sign on the line to the left. If the Industry is a corporation, insert the full name of the corporation and have the agreement signed by a duly authorized representative thereof and attested by its corporate Secretary who should affix the corporate seal.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.
 Subject (except as otherwise provided) to ICC TEA 9300-Series supplements thereto or successive issues thereof and to increases in Rates and Charges as provided in Item 5. (Rail Carrier Cost Recovery Tariffs).

SUPPLEMENT TO		
CTC (F) 293 ILL CC 206 IN RC CR 9330-F MD PSC CR 9330-F	MDOT CR 9330-F NY DOT CR 9330-F	ICC CR 9330-F UCI CR 9330-F PSC-WV CR 9330-F

CONSOLIDATED RAIL CORPORATION

SUPPLEMENT 3
TO
FREIGHT TARIFF CR 9330-F

Supplements 1/ 2. and 3 contain all changes.

LOCAL AND JOINT FREIGHT TARIFF
 RULES, REGULATIONS AND CHARGES
 GOVERNING
 MISCELLANEOUS SERVICES
 AND THE HANDLING OF TRAFFIC
 APPLYING AT STATIONS
 - ON -
 CONSOLIDATED RAIL CORPORATION

This Tariff is also applicable on Intrastate Traffic except where expressly provided to the contrary in connection with particular items or rates.

MISCELLANEOUS SERVICES TARIFF

Governed, except as otherwise provided herein, by Uniform Freight Classification, and by Exceptions to said Classification (Item 5).

ISSUED AUGUST 5, 1986

EFFECTIVE SEPTEMBER 6, 1986

Issued by
 H. A. TRAUTMANN, JR.
 Manager - Tariff Publications
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 Philadelphia, PA 19103

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(405)

FREIGHT TARIFF OR 9330-F

RULES AND OTHER GOVERNING PROVISIONS

SPECIAL RULES AND REGULATIONS - UNLIMITED

ITEM	SUBJECT	
230	MAINTENANCE CHARGE FOR INDUSTRIAL SWITCH CONNECTIONS.....	<p style="text-align: center;">DEFINITION OF TERMS</p> <p>An industrial switch connection is a switch located upon Conrail property and maintained by Conrail for access to privately-owned sidetracks.</p> <p style="text-align: center;">CHARGE FOR MAINTENANCE OF INDUSTRIAL SWITCH CONNECTION</p> <p>The charge for maintaining each industrial switch connection is \$2,000 per year. This charge is payable by the owner of the sidetrack served by the industrial switch connection on or before June 30, 1986 and each succeeding June 30. The charge relates to Conrail's maintenance of this industrial switch connection during the previous calendar year.</p> <p style="text-align: center;">EXEMPTIONS</p> <p>The charge will not apply as to any calendar year in which the privately owned sidetrack served by the industrial switch connection originates or terminates seven (7) or more carloads.</p> <p>The charge will not apply where specific terms of an executed Sidetrack Agreement so provide.</p> <p>The charge will not apply if the owner of the sidetrack served by the industrial switch connection requests, before the June 30 payable date of the charge, that Conrail remove the industrial switch connection.</p> <p style="text-align: center;">MULTI-SIDINGS</p> <p>Where more than one privately-owned sidetrack is served by a single industrial switch connection, each of the individual owners of the private sidetracks will be liable for an equal share of the charge. The total number of carloads originated or terminated on all of the private sidetracks served by the industrial switch connection will determine whether the exemptions above apply.</p> <p>Conrail is under no obligation to provide service to or from those private sidetracks for which any part of the applicable charge is unpaid.</p>

For explanation of Reference Marks, see concluding page of this Tariff.



**STANDARD SPECIFICATIONS FOR THE DESIGN
AND CONSTRUCTION OF PRIVATE SIDETRACKS**

OFFICE OF:
VICE PRESIDENT-ENGINEERING
JACKSONVILLE, FLORIDA
ISSUED: June 1, 2007

NOTICE TO USER: This manual has been prepared for the exclusive use of CSX Transportation's existing and potential customers, and their engineering consultants, for the design and construction of private sidetracks on properties operated by CSX Transportation. The information contained herein is subject to change without notice. It is the responsibility of the user to ensure that the latest version is being used for the design and construction of private sidetracks.

All persons entering the CSX right-of-way during surveying and construction of the sidetrack shall follow all CSXT safety rules including wearing appropriate personal protective equipment to include safety glasses with side shields, hard hats, and steel toe boots with distinct heel separation.

Current versions of this document may be obtained from
CSX Transportation's Regional Development Department.

or online at CSXT's Website at
www.csx.com

by clicking on Customers..Business Groups..Industrial Development..Services We Offer

Issued by:
Office of the Vice President—Engineering
CSX Transportation, Inc.
500 Water Street—J350
Jacksonville, Florida 32202

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STANDARD SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PRIVATE SIDETRACKS

Table of Contents

DESIGN	5
A) GENERAL	5
B) ROADBED AND DRAINAGE	6
C) TRACK DESIGN.....	7
<i>Table 1 – Turnout Geometry Data</i>	<i>7</i>
D) STRUCTURES	9
E) CLEARANCES	9
F) CROSSINGS.....	10
G) HAZARDOUS MATERIALS	12
H) DESIGN CRITERIA.....	14
<i>Table 2: Design Criteria.....</i>	<i>14</i>
I) PLANS FURNISHED BY INDUSTRY.....	15
<i>Diagram: Clearance Diagrams (2604).....</i>	<i>17</i>
<i>Diagram: Standard Clearance Matrix (2605)</i>	<i>18</i>
<i>Diagram: Roadbed Sections (2601).....</i>	<i>19</i>
<i>Diagram: Ballast Sections (2602).....</i>	<i>20</i>
<i>Diagram: Roadbed Sections and Grading for Industrial Track Turnouts (2603)</i>	<i>21</i>
<i>Diagram: Number 8 Turnout and Crossover (2220)</i>	<i>22</i>
<i>Diagram: Number 8 Offset and Layout (2221)</i>	<i>23</i>
<i>Diagram: Number 10 Turnout and Crossover (2224)</i>	<i>24</i>
<i>Diagram: Number 10 Offset and Layout (2225).....</i>	<i>25</i>
<i>Diagram: 16’-6” Double Switch Point Derail (2216).....</i>	<i>26</i>
<i>Diagram: Commercial Track A 640.6(2).....</i>	<i>27</i>
<i>Diagram: Loading or Unloading Combustible and Flammable Liquids or Flammable Gases</i>	<i>28</i>
CONSTRUCTION.....	29
A) GENERAL	29
B) TIES.....	29
C) APPLYING TIE PLATES	30
D) GAGE RODS.....	30
E) LAYING JOINTED RAIL	31
<i>Table 3: Expansion Required for Jointed Rail.....</i>	<i>31</i>
F) LAYING WELDED RAIL.....	32
G) SPIKING.....	32
H) SUPERELEVATION & SPIRALS	33
I) SURFACING & LINING TRACK	33
J) GRADE CROSSING	34
K) FINAL CLEANING.....	34
L) DERAILS AND BUMPING POSTS.....	34
M) GATES AND FENCES	34
N) INSPECTION.....	35
O) MAINTENANCE.....	35
<i>Diagram: Main Track Spiking Patterns Side Track Spiking Patterns (2512).....</i>	<i>36</i>
<i>Diagram: Turnout Spiking Patterns with Bethlehem 811 Style Braces (2513) [sheet 1]</i>	<i>37</i>
<i>Diagram: Joint Area Spiking Patterns (2514)</i>	<i>38</i>
<i>Diagram: Light Duty Road Crossing--Bituminous Concrete with Rubber Panels (2521).....</i>	<i>39</i>
<i>Diagram: Normal Road Crossing—Rubber, Asphalt, & Timber for Wood Ties (2535) [Sheet 1]</i>	<i>40</i>

Diagram: Normal Road Crossing—Rubber, Asphalt, & Timber for Wood Ties (2535) [Sheet 2]	41
Diagram: Normal Road Crossing—Asphalt, & Timber for Wood Ties (2536) [Sheet 1]	42
Diagram: Normal Road Crossing—Asphalt, & Timber for Wood Ties (2536) [Sheet 2]	43
Diagram: Bridge Approach Ties (2607)	44

GRADING 45

A) GENERAL	45
B) CLEARING AND GRUBBING	46
C) EXCAVATION	46
D) UNSUITABLE MATERIAL	47
E) EMBANKMENTS	47
F) DITCHES	48
G) FINISHED SUBGRADE	48
H) SUBBALLAST	48
I) GEOTEXTILES	48
J) PIPE CULVERTS	49
Table 4: Corrugated Metal Pipe Specifications	50
Table 5: Elliptical Metal Pipe Specifications	50
K) EROSION PROTECTION	51
L) TEMPORARY CROSSINGS	52
M) PROTECTION	52
N) SAFETY OF AND DELAY TO TRAINS	52
O) ACCESS	52

MATERIALS 53

A) GENERAL	53
B) SCOPE	53
C) SUBBALLAST	53
Table 6: Subballast Gradation Requirements	53
D) BALLAST	54
Table 7: Track Ballast Gradation Requirements	54
E) TIES	54
F) TIE PLATES	55
G) RAIL	55
H) TURNOUTS	56
I) DERAILS	57
J) BUMPING POSTS OR WHEEL STOPS	57

Design

A) GENERAL

These guidelines are intended to provide information and guidance for the design and specifications for the construction of private railroad tracks and their supporting roadbeds. This document is intended to provide this information to industries and Contractors with varying degrees of experience in the design and construction of private tracks. The information provided, both general and specific, should **not** be considered as specifications, but may be used to assist in the preparation of specifications and preliminary drawings.

In general, the Industry shall construct, or cause to be constructed, all roadbed, ditches, drainage structures, and subballast required for the proposed track, **including** that of CSXT's ownership. When a proposed turnout is to be located in an existing CSXT owned track, CSXT will normally perform the construction of the turnout. CSXT will normally construct, own, and maintain the mainline turnout(s) and the portion of the sidetrack from the mainline turnout to and including the derail and/or the insulated joints. The Industry will normally construct, own, and maintain all remaining track from the CSXT ownership point into the rest of the industry. If the proposed turnout is located in an existing Industry owned track, Industry shall construct, own, and maintain all track. Final ownership and maintenance will be described in a Private Sidetrack Agreement that the Industry shall execute with CSX Transportation.

Industry shall provide, at no cost to CSXT, sufficient right of way for the construction and maintenance of CSXT owned track constructed on property beyond CSXT right of way. When industry owned track is constructed on CSXT right of way, CSXT will negotiate with the Industry for the occupancy of its property.

Industry shall furnish plans detailing track and roadbed design, drainage facilities, tipple details, building and loading dock sections, wire and pipeline crossings, car puller details, under track unloading pits, vehicle crossings (at grade or grade separations, public and private), etc., for design and clearance approval by CSXT. Preliminary plans should be submitted as early as possible to avoid potential problems and delay. CSXT engineers are available for consultation during all phases of a track project. This service should be utilized for any questions that may arise.

Proper notification must be made to the appropriate Division personnel prior to industry entering CSXT right-of-way to construct roadbed or tracks. A separate right-of-entry agreement with CSXT will be required to access the right-of-way for surveying and preliminary engineering activities prior to execution of Sidetrack Agreement with CSXT. When construction operations are closer than twenty-five feet from the centerline of a CSXT track, a flagman from the appropriate CSXT Division will be assigned to the job site to protect industry or contract personnel, and CSXT personnel and property at the industry's expense. A flagman may also be required for activities involving cranes and other swinging equipment that has the potential to enter into the fouling limits of the track.

All persons entering the CSX right-of-way during surveying and construction of the sidetrack shall follow all CSXT safety rules including wearing appropriate personal protective equipment to include safety glasses with sideshields, hard hats, and steel toe boots with distinct heel separation.

B) ROADBED AND DRAINAGE

Roadbed

Roadbed width, ditches, and slopes shall conform to current **CSXT Standard Roadbed and Ballast Drawing 2601 and 2602 on pages 19 and 20**. State or local regulations, codes, etc., may require increased width of roadbed for walkways or other purposes.

NOTE: The State of Tennessee requires walkway width extending for a distance of 10 feet from centerline of track on both sides. The walkway is to be level with the top of tie for a distance of 6 inches, and thereafter descending away from centerline at no greater than an 8 to 1 slope. The walkway, or fill-in ballast shall be comprised of material with an AREMA gradation #5.

Roadbed for private track within CSXT right of way and parallel to a main or operating track shall be constructed a minimum of 6 inches lower than that of the nearest main or operating track whenever drainage of the existing track could be affected by the new construction. CSXT strongly recommends that private sidetracks be located on track centers of at least 25 feet from the centerline of an adjacent CSXT main and siding or sidings; however, private sidetrack leads and other tracks not used for bulk loading shall be no closer than 18 feet from the centerline of adjacent CSXT main or siding tracks.

All turnout locations require **additional roadbed** to support the track structure and to provide proper walkways for CSXT train crews. CSXT requires that the roadbed taper from the existing section 100-feet preceding the point of switch (P.S.) to 18 feet from the centerline at the P.S. The 18 foot roadbed is to extend from the P.S. to the transition with the 12 foot roadbed on the diverging track. **See CSXT Standard Drawing 2603, page 21, for typical subgrade section and grading required at turnout constructed in CSXT's and the industry's track.**

Drainage

Design of the drainage system, including alterations of the existing drainage system on CSXT right of way, is the responsibility of the Industry. Drainage shall not be diverted, directed toward CSXT, or increased in quantity without prior approval and agreement with CSXT. All ditches, pipes, and culverts shall be adequately sized to carry the drainage without ponding of water against the roadbed (This shall be based on a 100 year storm). Track roadbed fills shall not be used as dams or levees for retention of water nor shall CSXT right of way be utilized for retention or settling basins. All drainage facilities must be shown on the drawings submitted by the industry.

Pipes and culverts shall conform to current AREMA Recommendations and ASTM Specifications. All such structures shall be designed to carry Cooper's E-80 loading with diesel impact. Reinforced concrete pipe under CSXT owned track shall be ASTM C-76, Class V, with "O" ring joints. Corrugated metal pipe under CSXT owned track shall be steel fiber bonded and asphalt coated or steel polymer pre-coated, with minimum 24 inch wide connecting bands. The minimum recommended diameter of pipe under CSXT owned track is 36 inches.

Extension of pipes, culverts, or other drainage structures previously installed under CSXT owned track shall be made with culvert or drainage structures having the same size, shape, and dimensions as the existing pipe. In no case shall the existing drainage structure be extended so that the hydraulic capacity is decreased or obstructed. In some cases, it may be necessary to extend existing outlets with pipe or culvert of a larger size. Details of connections to mismatched culverts shall be submitted for CSXT approval.

C) TRACK DESIGN

Turnout Definitions

Point of Switch (P.S.): The point at which a track begins to diverge from another

Point of Intersection (P.I.): As applied to turnouts, the point of intersection of the centerlines of the diverging track and the through track

Point of Frog (P.F.): The point at which two running rails intersect within a turnout or crossing

Heel of Frog: The end of the frog that is furthest from the point of switch.

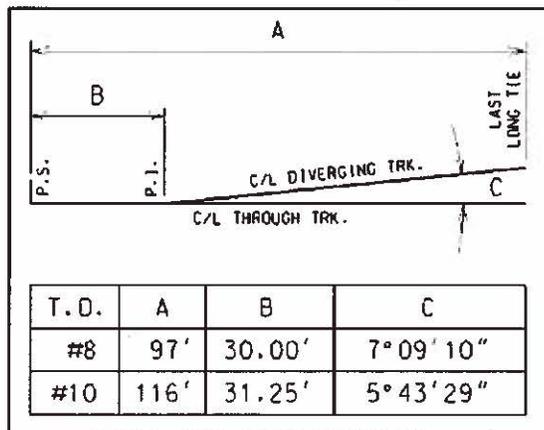
Turnouts

A turnout (T.O.) consists of all parts of the track structure, including switch points, frog, rails, switch ties, fastenings, etc., necessary to connect one track to another. Turnouts are designated by the size of the frog contained in the turnout. Turnouts to be installed and maintained by CSXT in its tracks must be No.10 or larger. Turnouts installed for private sidetracks must be No.8 or larger in industry tracks and No.10 or larger in industry owned lead tracks. Turnouts for loading and unloading in motion tracks must be No. 10 or larger. Turnouts installed on industrial sidetrack shall include switch point guards.

See CSXT Standard Drawings, pages 22 through 25, for design data for CSXT Standards for No. 8 and No.10 turnouts.

A turnout must **not** be designed as a simple curve. Table 1 provides dimensions for laying out turnouts on plans using point of intersection and turnout angle. This method is a simple and acceptable way of representing turnouts on plans. Local conditions, including curves or the use of long cars or special equipment, may require the use of larger size turnouts.

Table 1 – Turnout Geometry Data



On CSXT main track, the location of any portion of a turnout shall not be located within **200 feet of curves, road crossings, railroad bridges, tunnels, or other turnouts.** On other tracks, this distance may be reduced to 50 feet. If the turnout is located within 500 feet of a bridge, a walkway meeting CSXT's standards is required on the bridge to accommodate switching operations.

Horizontal Curves

Track should be designed using the minimum degree (maximum radius) of curve practicable. Special circumstances, including the use of long cars or special equipment, may require a lesser degree of curvature. Sharper curves may restrict the size of locomotives and opportunity to provide timely switching service due to locomotive restrictions. While a maximum curvature of 10° (radius of 573.69') is highly recommended, under no circumstance without written approval of the Chief Engineer-Design, Construction, and Capacity, will the degree of curvature for the track exceed 12° (radius of 478.34').

Typically, railroads use the chord definition of degree of curve. This defines degree of curve as, **the central angle subtended by a 100-foot chord. The degree of curve is denoted by D_c , where**

$$\sin(\frac{1}{2}D_c) = 50/r$$

and r is the radius of the curve.

Wherever practicable, a curve should begin beyond the last switch tie, but, if required by special circumstances, a curve may extend onto the switch ties. In no case shall a curve begin between the point of switch and the heel of frog. A curve should be avoided at the loading point of a bulk loading facility or at an under track unloading structure.

Spiral curves and superelevation are not normally required on industry tracks but, if required by special circumstances, shall be designed according to current CSXT standards.

Horizontal reverse curves (curves following each other in opposite directions) shall be separated by a minimum 100 feet of tangent (straight sections) as specified in “**Design Criteria**” on page 14.

Grades and Vertical Curves

Track grades shall be **minimized** where possible, consistent with terrain requirements. Grades must be carefully designed to ensure that motive power available will handle the tonnage to be moved. This takes into consideration number of cars, whether loaded or empty, etc. Grades for “Load / Unload in Motion” track should be designed so that a train is under power with no bunching of couplers while loading or unloading. Frequent changes of grade are to be avoided. Vertical curves shall be provided at all grade changes, and shall be as long as practicable. Minimum standards for calculation of vertical curves are specified in “**Design Criteria**.”

Grades shall be compensated for curvature at the rate of 0.04% for each degree of curvature. For example, the maximum allowable grade on a 10 degree curve for a Load / Unload in motion track is 1.5% - (10 x 0.04) = 1.1% grade in the 10 degree curve.

Grades, including compensation, shall not exceed 2.5% on industry and lead tracks, 1.5% on load/unload in motion tracks, and 0.7% on loop tracks.

The section of a track where railcars are placed for loading and unloading shall have a 0.00% grade.

Neither grade changes nor vertical curves shall be within the limits of switch ties.

Derails and Bumping Posts

Derails of an approved type will be installed at or near the clearance point of all turnouts entering CSXT's tracks. Double switch point derails are required when a sidetrack descends toward a main track, when the industry moves cars within the industry, or if operating conditions require positive derail

protection. Sliding derails with a stand may be used where the sidetrack is level to the track it connects to, or descends away from the track being protected; additionally no portion of that track's elevation can be higher than the elevation of the derail. Derails shall be placed so that a car will derail away from, and before it fouls, the track being protected, or damages the building intended to be protected. Double switch point derails are required for all industries handling hazardous materials; sliding or other types of derails shall not be employed by industries handling hazardous materials.

Sliding derails shall be located no closer than 15 feet beyond (further away from the P.S.) the 15 feet clearance point of a given track. Switch point derails shall be located no closer than 50 feet beyond the 15 feet clearance point. Note that additional distance may be required depending on the severity of a descending grade and the track configuration.

A bumping post shall be installed at the end of all tracks. A bumping post is used when the track ends short of a structure, roadway, or public area that must to be protected from cars rolling or being pushed beyond the end of the track. In most industrial situations, a bumping post offers adequate protection. However, cars loaded or empty, rolling or being pushed at an excessive speed will not be stopped by a bumping post. Other protective measures should be taken to supplement the bumping post. Wheel stops should be used only to prevent a standing car from beginning to roll. A rolling car or one being pushed most likely will not be stopped by wheel stops making them ineffective for Industries where cars are typically moved. Earthen barriers may be used for mine tracks only.

D) STRUCTURES

All bridges, trestles, box culverts, unloading pits, conveyors, etc., shall be designed under the authority of a licensed professional engineer familiar with and in accordance to the American Railway Engineering and Maintenance-of-Way Association's *Manual for Railway Engineering* (latest edition published annually—see www.arena.org for details on obtaining the manual) chapters 7 (timber), 8 (concrete), and 15 (steel structures), using a live load of Cooper E-80 with full diesel impact. For a new bridge constructed over the track, minimum clearances are 23 feet vertical (measured from top of highest rail) and 18 feet total horizontal (9 feet either side of the centerline of track). The proposed design for bridges, trestles, box culverts, unloading pits, conveyors, etc. shall be reviewed by CSXT prior to construction. To avoid delay, plans should be forwarded to CSXT allowing sufficient time for review.

Design and construction of track scales shall be conducted under the authority of a licensed professional engineer familiar with and in accordance with the American Railway Engineering and Maintenance-of-Way Association's *Manual for Railway Engineering* and the Association of American Railroads *AAR Scale Handbook*

E) CLEARANCES

All fixed or movable obstructions above or adjacent to tracks shall provide horizontal and vertical clearance as required by applicable State or Local laws or regulations, or by CSXT current Standards, whichever is greater. See **CSXT Clearance Diagrams, pages 17 through 18**. Clearances shall be increased to compensate for curvature and superelevation as specified.

Lesser clearances must have the approval of CSXT and the appropriate governmental agency. Any clearances less than CSXT standard shall be considered a substandard (close) clearance. CSXT will require signs or markings to warn CSXT employees of approaching substandard clearances. The close clearance sign shall be illuminated at night. All substandard clearances and associated liabilities will be noted in the sidetrack agreement.

The distance between adjacent tracks is also subject to legal and CSXT clearance requirements. CSXT strongly recommends that private sidetracks be located on track centers of at least 25 feet from the centerline of adjacent CSXT main and siding or sidings; however, private sidetrack leads and other tracks not used for bulk loading shall be no closer than 18 feet from the centerline of adjacent CSX main or siding tracks. The minimum distance to other tracks is shown on **Standard Clearance Matrix, page 18**. The centerline of a bulk-loading track shall not be less than 27 feet, at the loading point, from the centerline of an adjacent main or operating track. **No portion of a loading structure shall be closer than 18 feet from the centerline of the nearest main or operating track.** The above minimum 27 foot bulk loading track center is to be adjusted upward to accommodate for the actual size of the portion of the loading structure between the tracks, while observing the required minimum 8'-0" and 18'-0" lateral track clearances, respectively, for the loading track and the main or operating tracks.

F) CROSSINGS

Track Crossings At Grade

Designs involving one track crossing another at grade are prohibited without written approval of the Chief Engineer-Design, Construction, and Capacity.

Roadway Crossings At Grade

Road crossings at grade must be designed to provide proper sight distances and may require other safety measures such as automatic grade crossing warning devices (flashing lights, gates, etc.). A triangular sight distance envelope must be maintained for 300 feet along the track either side of the crossing and 100 feet along the road from the nearest track; the sight distance shall be maintained to a height of 3.75 feet above the pavement. Existing crossings shall be eliminated whenever possible and new roadway crossings are not permitted without written approval from CSXT. In the event that a private roadway is required that crosses CSXT owned track, it must be covered by a separate agreement. Information on obtaining the agreement may be obtained from CSX's website at www.csx.com.

New track crossings of public roads involve obtaining permission from governmental agency having jurisdiction, and often require detailed plans, public hearings, etc. Both public and private crossings with CSXT tracks shall conform to CSXT standards and be constructed of asphalt with timber flangeway and filler blocks, unless a higher type crossing (full rubber, slab, concrete, etc.) is desired by the Industry or required by the governmental agency. The materials used for road crossings must conform to CSXT's specifications. Plans for roadway crossings must be submitted to CSXT for approval.

If automatic grade crossing warning devices are required by CSXT or a governmental agency, plans of control apparatus, equipment, and method of installation are subject to review and approval of CSXT and the governmental agency. The entire cost of installation and ongoing maintenance of crossing warning devices shall be borne by the industry.

Track design must provide proper clearance at grade crossings. Railroad cars or other equipment must not stand or be left either within 100 feet of crossings equipped with automatic grade crossing warning devices or within 200 feet of crossings not so equipped (CSXT Operating Rule 100-G). Some state statutes may require additional clearance requirements; check with the CSXT Manager of Site Design for additional details.

Stream and Public Drain Crossings

Complete plans for culverts, bridges, trestles, or other drainage structures must be approved by CSXT and appropriate governmental agencies, and required permits obtained, before construction.

Wireline and Pipeline Crossings

Each wireline, pipeline, or fiber optic cable crossing or running parallel to tracks owned and maintained by CSXT must be covered by a separate agreement between the industry and the CSXT. These utility installations shall conform to CSXT's standards for installation of Pipelines and Wirelines as appropriate. The industry should obtain a copy of the CSXT application form for the installation of wireline and pipeline crossings, and parallelisms from www.csx.com or by calling CSXT Property Services at 904-633-5662.

Proper notification must be made to the appropriate Division personnel prior to industry entering CSXT right-of-way to construct such crossing. A flagman from the appropriate Division will be assigned to the job site to protect industry or contract personnel, and CSXT personnel and property.

Pipelines

Pipeline crossings and installations parallel to a track shall conform to the current CSXT standards for installation of pipelines on CSXT right of way.

All pipeline installations on CSXT right-of-way and at industry's expense, must be approved by CSXT prior to any construction. The industry must submit complete plans for all proposed pipelines that will cross land and tracks owned and maintained by CSXT, and tracks owned by others (sidings, industry tracks, etc.) over which CSXT operates.

Wirelines

Electric power line clearances, both overhead and lateral, shall conform to CSXT Standards and the National Electric Safety Code. All wireline installations on CSXT right-of-way must be approved by CSXT prior to any construction. The industry must submit complete plans meeting CSXT standards for installation of wirelines on CSXT right of way for all proposed wirelines that will cross under tracks owned and maintained by CSXT, and tracks owned by others (sidings, industry tracks, etc.) over which CSXT operates.

Fiber Optic Cable

Underground Fiber Optic Cable installations (longitudinal occupations on CSXT property) may require relocation, lowering, and/or protective casing installation. CSXT's Engineering representative will contact the Fiber Optic Company to arrange for relocation, lowering, and/or protection of the Fiber Optic Cable at the discretion of the Fiber Optic Company.

Other Crossings

Any other crossing including, but not limited to conveyor crossings - both over and under the tracks - must conform to the same clearance requirements as overhead bridges. Plans must be submitted for CSXT approval and must be covered by a separate agreement.

G) HAZARDOUS MATERIALS

The loading, unloading, and storage of hazardous materials may require special design of tracks. Minimum clearances, minimum distances from storage facilities to track, bonding, and grounding of track, etc. must be considered when designing tracks for the handling of hazardous materials.

Definitions

Active Track Any main, siding, or other track owned by CSXT and any other track over which the speed of trains on the track exceed 15 MPH.

Combustible Liquid - Any liquid that does not meet the definition of any other DOT hazardous materials classification and has a flash point at or above 100°F (37.8°C) and below 200°F (93.3°C) as determined by a DOT approved closed testing method.

Hazardous Material - A substance or material which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated in Title 49 of the Code of Federal Regulations (49CFR105 and 172).

Flammable Liquid - Any liquid having a flash point below 100°F (37.8°C) as determined by a United States Department of Transportation (DOT) approved closed testing method.

Liquefied Petroleum Gases (LPG) - Any material which is predominately composed of any of the following hydrocarbons or mixtures thereof: Propane, Propylene, Butanes, and Butylenes, in liquid or gaseous state, having a vapor pressure in excess of 26.0 psi at 100°F.

Terminal - The location and operation point where loading and/or transfer of the above-mentioned commodities takes place.

Transfer - The process of unloading from a railroad tank car(s) into fixed storage facilities and unloading from fixed storage facilities into railroad tank car(s). The term also refers to the process of loading or unloading railroad tank cars directly into or from truck transport trailers.

Transfer point - Location of point where transfer hose or apparatus is connected to transfer vehicle or device.

Location of tracks

Distances from any active railroad track to any facility/installation for transferring from tank car(s) or storage of hazardous materials, must be taken from the center of the railroad track in question to the nearest boundary of the transfer facility or material storage area(s).

Flammable and Combustible Liquids

Transfer point for flammable liquids must be located 100 feet from an active track, when physical conditions permit, and in no case less than 50 feet. When within 75 feet and the ground slopes towards such a track, a retaining wall, dike, or earthen embankment must be placed between the installation and the track. The retaining wall, dike, or earthen embankment constructed to effectively prevent liquids from flowing onto such track(s) in case of an accident. Transfer point for combustible liquids must be

located not less than 50 feet from an active track(s) when physical conditions permit, and in no case less than 25 feet.

In transferring flammable liquids, the tank car(s) and storage tank(s) must be so constructed as to effectively permit a free flow of vapors from the tank car to the storage tank and to positively prevent the escape of these vapors to the air, or the vapors must be carried by a vent line to a point not less than 100 feet from the nearest occupied building, or active track(s).

Liquefied Petroleum Gases

In selecting a site for the handling of LPG, the location shall be as remote as possible from active tracks. Preferably, the site should be located on ground that slopes away from these tracks. Whenever possible, transfer equipment shall be placed on the same side of the private tracks as the storage tanks to avoid crossing under or over such tracks with LPG pipelines. This equipment should be located on the same side of the tracks as the access/egress highway to minimize the crossing of said tracks with trucks providing service.

Transfer points requiring tank car service for handling LPG must be confined to private spur tracks specifically designed for LPG service only. The center of the private track at the point of transfer must be not less than 100 feet from the centerline of the nearest active track(s).

Hazardous Materials

Transfer equipment, storage tanks, and terminal tracks must not be located within 100 feet of a main track or within 50 feet of the nearest active track(s). Terminal must be sloped and contoured to contain any spills within the transfer area. In addition, track pans or other type of acceptable containment system must be installed to contain spilled material and prevent contamination of underground water sources.

Transfer equipment, storage tanks, and terminal tracks shall be located between highway access and main tracks or the nearest active tracks. This is to avoid or minimize the crossing of such tracks with hazardous commodities and trucks providing service to a terminal facility. There should be sufficient space for truck and tank vehicles to maneuver to and from the terminal area without fouling active tracks.

Bonding and Grounding

Tracks constructed to handle hazardous materials must be bonded and grounded as per **CSXT drawing number SS500, page 28**.

H) DESIGN CRITERIA

Design criteria to be used for sidetracks with operating speeds not to exceed 15 mph are listed in the following table. The criteria are not intended for Yard and Terminal track, Intermodal track, Branch or Spur Lines, nor any track with operating speed greater than 15 mph.

Table 2: Design Criteria

CRITERIA	INDUSTRY TRACK	INDUSTRY LEAD TRACK	LOAD / UNLOADING MOTION
Turnout Size	Number 8	Number 10	Number 10
Note: turnouts in all CSX owned tracks shall be Number 10 or larger			
Maximum Horizontal Curvature			
Degree	12°-00'-00"	10°-00'-00"	10°-00'-00"
Radius	478.34'	573.69'	573.69'
(Chord Definition: $r = 50 / \sin(D_c/2)$)			
Tangent Between Horizontal Reverse Curves			
Minimum	100'	100'	100'
Maximum Grade (total grade including compensation in curves)			
	2.5%	2.5%	1.5%
Loop Track	--	--	0.7%
(note: Compensation rate is 0.04% per degree of curve)			
Vertical Curve			
Summits	40 x algebraic difference in grades	40 x algebraic difference in grade	400 x algebraic difference in grades
Sags	50 x algebraic difference in grades	50 x algebraic difference in grades	500 x algebraic difference in grades
Length	100' minimum	100' minimum	100' minimum

I) PLANS FURNISHED BY INDUSTRY

To expedite review procedure, plans produced by industry or its consultant may be provided to the appropriate CSXT office in MicroStation V8 (.dgn) or other equivalent and compatible CAD programs, along with all reference and supporting files. Plans may also be submitted in hand drawn format, however, should be clearly drawn and easy to read. Electronic files will be forwarded on a compact disk or via email (email attachments are subject to a 2.0Mb file size). A sheet should be included listing levels or layers used and their descriptions; instructions regarding reference files or special cell libraries shall also be included on the sheet. Two complete sets of plan prints should also be forwarded when electronic delivery means are employed.

Plans provided to CSXT should include a track layout drawing to be made part of the agreement covering the new track(s). The drawing shall be a convenient scale and shall be no larger than 11" x 17" (8 1/2" x 11" preferred).

All stationing and dimensions on plans provided to CSXT shall be placed using English decimal measurements; plans submitted in metric will not be reviewed.

Plans submitted by the Industry or its consultant for CSXT review and approval should include, but are not limited to, the following:

Plans shall be drawn to scale and show all important features effecting track layout. Preferred scale is 1 inch = 100 feet, but a minimum scale of 1 inch = 200 feet may be used for large projects.

Plans shall show true magnetic North, city, county, township, state, and other information necessary to locate the site. The plan shall be oriented so that north is to the top or right side of the drawing. In addition, plan shall include a table of Latitude and Longitude for each point of switch and end of track(s); the coordinates shall be stated similar to: 30°14.827'N 81°35.001'W. The map datum used for the coordinates shall be WGS84.

Tracks shall be drawn as a single line representing the **centerline** of track (do **not** draw track showing the rails or crossties). Existing track shall be shown as solid lines with light line weight. Proposed track shall be shown as solid lines with heavy (bold) line weight. Track to be removed or relocated shall be shown as light dashed lines (existing location) and as bold solid lines (proposed location).

Show elevations and locations of proposed and existing buildings (floor elevations), docks, loading pads, loading and unloading points, under track or overhead conveyors, and drainage structures. Show distance above top of rail to overhead utilities (including company name and phone number). Show distance below top of rail to underground utilities (including company name and phone number). Also, include fiber optic cables, CSXT's signal, communication and electric wirelines, and other facilities adjacent to the tracks, showing stationing at the beginning and end of each facility.

Appropriate property lines and the proposed point of switch (PS) - the point where the proposed track begins to diverge from the existing track - must be referenced by the distance to the nearest CSXT railroad milepost. The reference shall be the distance to the nearest milepost including the prefix of the milepost if known. The location of the milepost or the direction and distance to the milepost shall be noted on the drawing.

Stationing (measurement along the track centerline) shall be used to locate all points of horizontal and vertical design and all existing or proposed structures. Stationing shall be continuous along each track starting with 0+00 at its point of switch and increasing to its end. Therefore, the PS of each track will have two stations: its own (0+00) and the station of the track from which it diverges.

Curve information for each curve shall include the intersection angle (I), degree of curve (D_c), radius (R), tangent distance (T), external (E), and length of curve (L). Chord definition of curvature shall be used: $R = 50/\sin(D_c/2)$ and $L = 100(I/D)$.

If known, show size and weight of rail of proposed turnout, and weight of rail and type of construction (welded rail or jointed rail) in the proposed track and in the existing track from which the proposed track diverges. If the rail weight is unknown, the statement "minimum acceptable rail section is 100 pound/yard" should be shown on the drawing. The industry should note that based on market availability, larger rail sections are frequently available for lower costs than smaller rail sections; additionally, use of larger rail sections may reduce track maintenance costs to the industry over time. **Also note that non-controlled cooled rail shall not be used in industrial sidetracks.**

Plans shall include top of rail and subgrade profile of the entire proposed track showing vertical curves at points of vertical intersection with their proposed lengths and station location, ground profile and drainage structures. Profile shall also include the top of rail profile of the existing track from which the proposed track diverges with elevations taken every 100 feet for a distance of 300 feet each side of the proposed point of switch. Where superelevated curves exist, the top of rail elevation of the low rail shall be the given elevation. **All proposed tracks must have the same grade, and elevation between the PS and the end of switch ties as the track from which they diverge.**

Plans shall show size, type and location of all proposed and existing drainage structures and ditches in the immediate vicinity of the proposed and existing track and how drainage will be directed to protect the tracks.

Stations and horizontal clearances from the centerline of track must be shown for all structures or obstructions within 18 feet of the centerline of any track. Stations and vertical clearances measured from top of rail must be shown for all overhead obstructions.

Some track layouts may require separate, more detailed drawings and/or information. Examples of these are bridges, box culverts, large drainage structures, tunnels, unloading pits, track scales, facilities for handling hazardous materials, structures with less than standard clearances, road crossings, crossing protection devices, pipeline crossings, wireline crossings, unconventional track construction, track, or other construction in close proximity to CSXT track, encroachments on CSXT right of way, or purchase or lease of land from CSXT.

Some of the above information such as stationing, mileposts, rail weight, etc. may not be obvious or obtainable from a field survey. The industry or Contractor should contact the CSXT Regional Manager of Site Design or the Engineering office responsible for the territory involved for any information regarding these items. CSXT Engineers can also provide information or guidance regarding any special features or situations that may exist at the site.

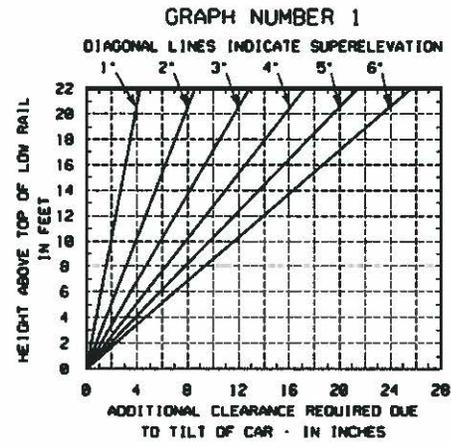
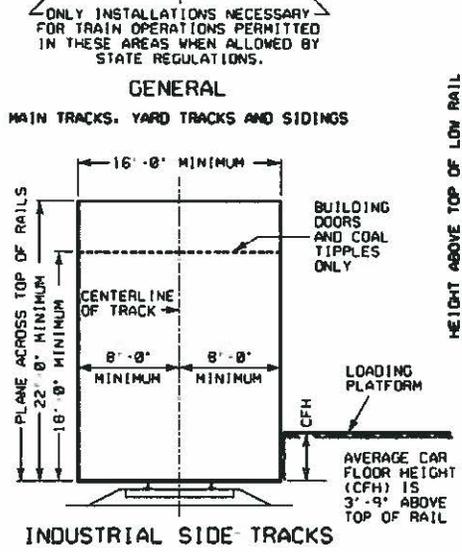
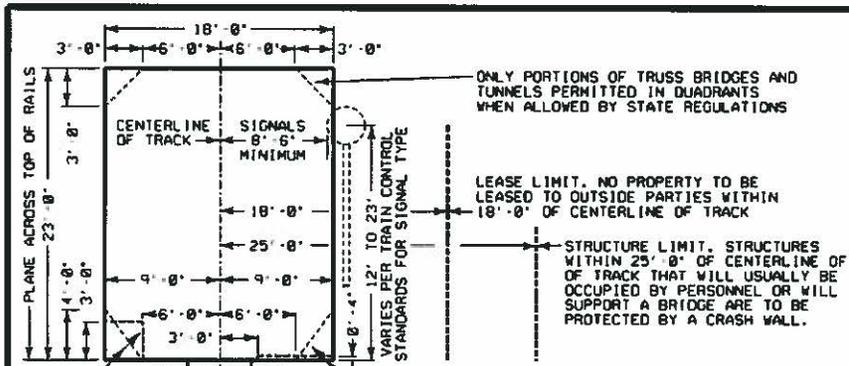


TABLE NUMBER 1

ADDITIONAL CLEARANCE REQUIRED DUE TO CURVATURE - IN INCHES												
DEGREE OF CURVE	1	2	3	4	5	6	7	8	9	10	11	12
ALL LOCATIONS EXCEPT FLORIDA	1 1/2	3	4 1/2	6	7 1/2	9	10 1/2	12	13 1/2	15	16 1/2	18
IN THE STATE OF FLORIDA	2	4	6	8	10	12	14	16	18	20	22	24

- STANDARD CLEARANCES ARE TO BE USED FOR ALL NEW CONSTRUCTION WHERE THERE ARE NO LEGAL REQUIREMENTS THAT DICTATE GREATER CLEARANCES.
- CLEARANCES FOR RECONSTRUCTION, REHABILITATION AND ALTERATION WORK ARE DEPENDENT ON EXISTING PHYSICAL CONDITIONS. WHERE POSSIBLE, THEY WILL BE IMPROVED TO COMPLY WITH THE STANDARD CLEARANCES.
- STATE OR CANADIAN CLEARANCE LAWS MUST NOT BE VIOLATED. LEGAL REQUIREMENTS MAY BE MODIFIED ONLY BY THE GOVERNMENTAL BODY THAT ISSUED THEM.
- STANDARD CLEARANCE MAY BE MODIFIED ONLY IF APPROVED BY THE CHIEF ENGINEER DESIGN, CONSTRUCTION, AND CAPACITY.
- STANDARD CLEARANCE DIAGRAMS SHOWN ARE FOR TANGENT TRACK AND INCREASES MUST BE PROVIDED FOR THE EFFECTS OF CURVATURE AND SUPERELEVATION.
 - ADDITIONAL CLEARANCE DUE TO CURVATURE:

WHEN A FIXED OBSTRUCTION IS LOCATED ADJACENT TO A CURVED TRACK, THE HORIZONTAL CLEARANCE WILL BE INCREASED 1 1/2 INCHES PER DEGREE OF CURVATURE ON BOTH SIDES OF THE TRACK CENTERLINE PER TABLE 1. EXCEPTION: FLORIDA REQUIRES 2 INCHES PER DEGREE.
 - ADDITIONAL CLEARANCE DUE TO SUPERELEVATION:

WHEN A FIXED OBSTRUCTION IS LOCATED ADJACENT TO A SUPERELEVATED TRACK, THE HORIZONTAL CLEARANCE ON THE LOW RAIL SIDE OF THE TRACK WILL BE INCREASED TO ALLOW FOR TILT. THE MINIMUM INCREASE IS SHOWN ON GRAPH NO. 1.
 - ADDITIONAL CLEARANCE DUE TO CURVATURE AND SUPERELEVATION:

WHEN A FIXED OBSTRUCTION IS LOCATED ADJACENT TO A CURVED AND SUPERELEVATED TRACK, THE HORIZONTAL CLEARANCE INCREASE WILL BE THE SUM OF THE INCREASES OBTAINED USING 5.A AND 5.B ABOVE. EXCEPTION: CANADA REQUIRES A MINIMUM OF 2 INCHES PER DEGREE.
 - ADDITIONAL CLEARANCE ON TANGENT TRACKS:

WHEN A FIXED OBSTRUCTION IS ADJACENT TO TANGENT TRACK BUT THE TRACK IS CURVED WITHIN 88 FEET OF THE OBSTRUCTION, THE HORIZONTAL CLEARANCE WILL BE INCREASED AS FOLLOWS:

DISTANCE FROM OBSTRUCTION TO CURVED TRACK - FEET	INCREASED HORIZONTAL CLEARANCE
0 TO 20	100% OF PARAGRAPH 5.C
21 TO 40	75% OF PARAGRAPH 5.C
41 TO 60	50% OF PARAGRAPH 5.C
61 TO 80	25% OF PARAGRAPH 5.C

- VERTICAL CLEARANCE ON SUPERELEVATED TRACK IS MEASURED FROM THE TOP OF THE HIGH RAIL.



CLEARANCE DIAGRAMS

David W. Ophardt
APPROVED - CHIEF ENGINEER
DESIGN, CONSTRUCTION, & CAPACITY

James D. Bagley
APPROVED - VICE PRESIDENT
ENGINEERING

PREPARED BY:
D.C. CLARK

ISSUED: JULY 19, 1996
REVISED: SEPTEMBER 5, 2006

2604

Diagram: Clearance Diagrams (2604)

DIMENSIONS - NOTES:

ARE SHOWN IN FEET AND INCHES (FT-IN).
 ARE FOR TANGENT TRACK. SEE CSX 2604 FOR INCREASE DUE TO CURVATURE.
 VERTICAL CLEARANCE IS MEASURED FROM TOP OF HIGH RAIL FOR THE ENTIRE FULL HORIZONTAL WIDTH DESCRIBED BELOW.
 HORIZONTAL CLEARANCE IS MEASURED FROM CENTERLINE OF NEAR TRACK.
 APPLY TO ALL NEW CONSTRUCTION. RECONSTRUCTION AND ALTERATIONS
 ALL COLUMNS ARE MINIMUM EXCEPT COLUMNS 22, 24, 27, AND 29 WHICH ARE MAXIMUM
 CFH - CAR FLOOR HEIGHT.
 REFERENCE CHAPTER 28 OF AREMA MANUAL FOR RAILWAY ENGINEERING FOR ENTIRE DETAILS OF STATE LEGAL CLEARANCES

TRACK CENTERS								
1	2	3	4	5	6	7	8	9
15-0	14-0	15-0	19-0	19-0	14-0	13-6	13-6	18-0

VERTICAL					HORIZONTAL						
10	11	12	13	14	15	16	17	18	19	20	21
23-0	23-0	23-0	23-0	18-0	22-0	9-0	9-0	18-0	9-0	8-0	8-0

EXCEPTIONS: COLUMN 6 SHALL BE 17-0 IN MASSACHUSETTS
 COLUMN 7 AND 8 SHALL BE 14-0 IN MICHIGAN
 COLUMN 14 SHALL BE 21-0 IN OHIO; 22-0 IN INDIANA, WEST VIRGINIA, & CANADA; 22-6 IN CONNECTICUT, MASSACHUSETTS, & MICHIGAN
 COLUMN 15 SHALL BE 22-6 IN CONNECTICUT, MASSACHUSETTS, & MICHIGAN; 23-0 IN DELAWARE
 COLUMN 16 SHALL BE 12-0 IN PENNSYLVANIA
 COLUMN 18 SHALL BE 25-0 IN SOUTH CAROLINA
 COLUMN 20 SHALL BE 8-6 IN MASSACHUSETTS AND MICHIGAN
 COLUMN 21 SHALL BE 8-6 IN MICHIGAN

HORIZONTAL											
PLATFORMS				SIGNALS				POLES	ORE AND COAL DOCKS		
CENTERLINE OF TRACK GENERAL				LOW BETWEEN TRACKS		SWITCH BOXES ETC.					
PASSENGER		FREIGHT		HEIGHT	CLEARANCE	HEIGHT	CLEARANCE				
A	B	C	D	26	27	28	29	30	31	32	
0-3	5-1	CFH	8-0	8-6	3-0	6-0	0-4	3-0	12-0	8-0	

EXCEPTIONS: COLUMN 23 SHALL BE 5-2 IN CONNECTICUT
 COLUMN 25 SHALL BE 8-6 IN CONNECTICUT, MARYLAND, MICHIGAN, NEW YORK, & PENNSYLVANIA
 COLUMN 26 SHALL BE 9-0 IN DELAWARE; 12-0 IN PENNSYLVANIA
 COLUMN 27 SHALL BE 4-0 IN CANADA
 COLUMN 29 SHALL BE 0-5 IN CANADA
 COLUMN 30 SHALL BE 3-10 IN CANADA
 COLUMN 32 SHALL BE 8-4 1/4 IN CANADA; 8-6 IN DC. & MARYLAND



STANDARD CLEARANCE MATRIX

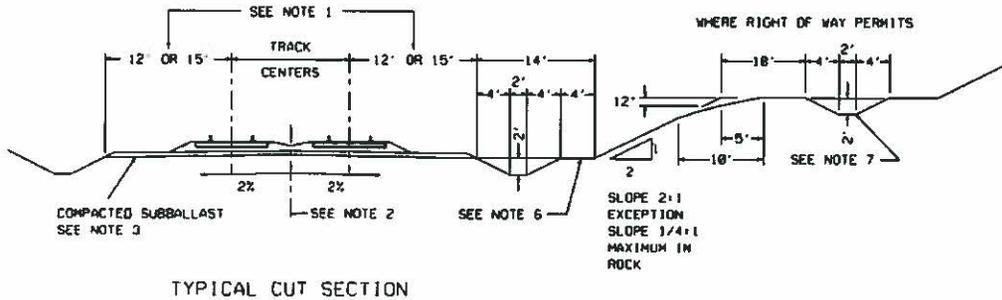
Nate W. Oshardt APPROVED - CHIEF ENGINEER
 DESIGN, CONSTRUCTION, & CAPACITY
James D. Bayley APPROVED - VICE PRESIDENT
 ENGINEERING

PREPARED BY:
 D.C. CLARK

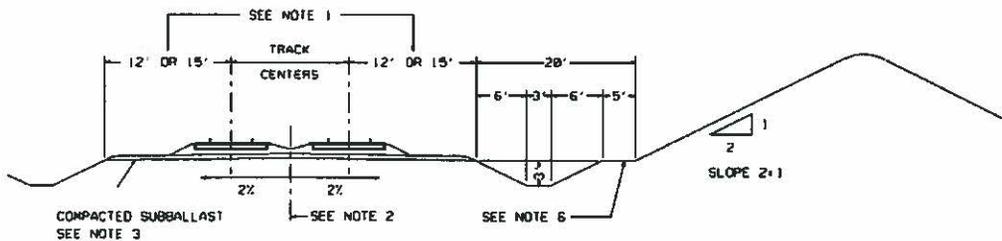
ISSUED: JULY 19, 1996
 REVISED: SEPTEMBER 5, 2006

2601

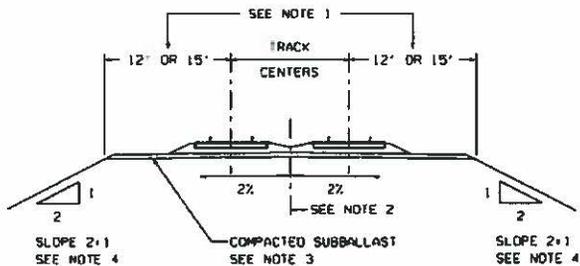
Diagram: Roadbed Sections (2601)



TYPICAL CUT SECTION



TYPICAL WET CUT SECTION



TYPICAL FILL SECTION

NOTES:

1. ROADBED WIDTHS AT TOP OF SUBGRADE:
 - A. SINGLE MAIN TRACKS, SIDINGS, AND HEAVY TONNAGE TRACKS. 15'-0" FROM CENTERLINE OF TRACK. 30' 0" TOTAL
 - B. SINGLE YARD, INDUSTRY, AND OTHER TRACK. 12'-0" FROM CENTERLINE OF TRACK. 24' 0" TOTAL
 - C. MULTIPLE PARALLEL TRACKS. 12'-0" OR 15'-0" FROM CENTERLINE OF TRACK DEPENDING ON THE TYPE OF TRACKS PLUS DISTANCE BETWEEN TRACK CENTERLINES.
2. LOCATION OF GRADE POINT:
 - A. SINGLE MAIN OR OTHER TRACK IS THE CENTERLINE OF TRACK.
 - B. DOUBLE MAIN TRACKS IS THE CENTERLINE BETWEEN TRACKS.
 - C. GRADE POINT FOR MAIN TRACK AND SIDING IS CENTERLINE OF MAIN TRACK.
3. DEPTH OF SUBBALLAST:
 - A. SUBBALLAST ON MAIN TRACKS, SIDINGS AND HEAVY TONNAGE TRACKS IS 6" OVER THE 30' ROADBED WIDTH.
 - B. SUBBALLAST ON YARD, INDUSTRIAL AND OTHER TRACKS IS 4" OVER THE 24' ROADBED WIDTH.
4. THE STANDARD SLOPE ON FILL SECTIONS MAY BE INCREASED TO A MAXIMUM OF 1 TO 1 AT LOCATIONS WHERE THE BEARING CAPACITY OF THE NATURAL BED HAS BEEN VERIFIED BY FIELD TESTS AND THE STABILITY OF THE FILL MATERIAL VERIFIED BY LABORATORY TESTS.
5. INSTRUCTIONS FOR THE USE AND INSTALLATION OF GEOTEXTILES AND GEOTRIDS ARE INCLUDED IN MWI-1003.
6. OMIT BENCH WHERE EXCAVATION IS 5 FEET OR LESS.
7. OMIT BERM DITCH WHEN NATURAL GROUND SLOPES AWAY FROM THE EXCAVATION.

CSX TRANSPORTATION

ROADBED SECTIONS

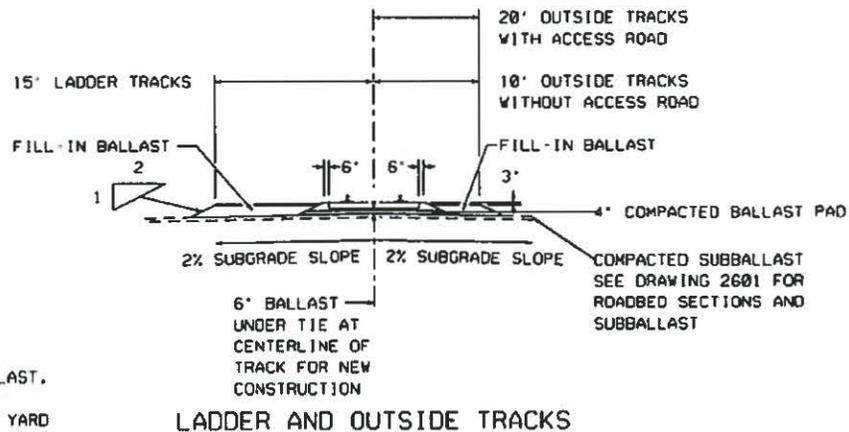
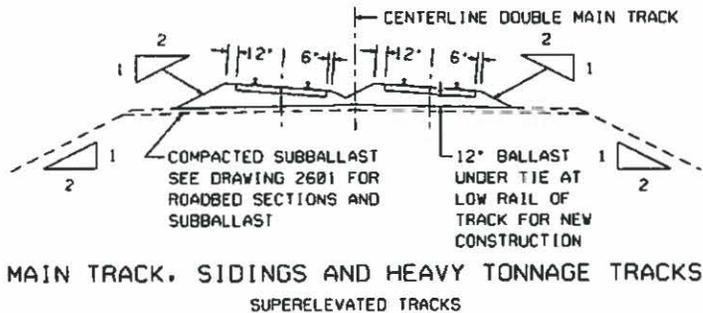
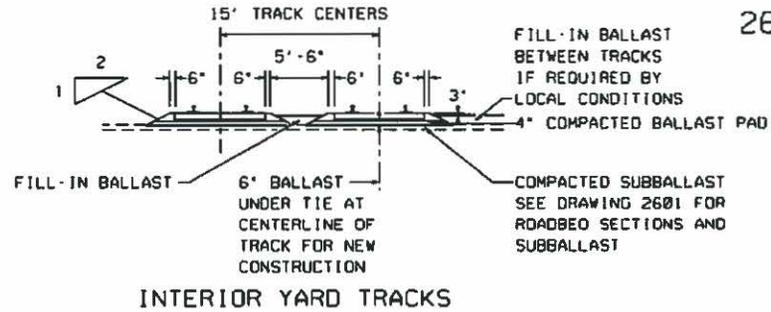
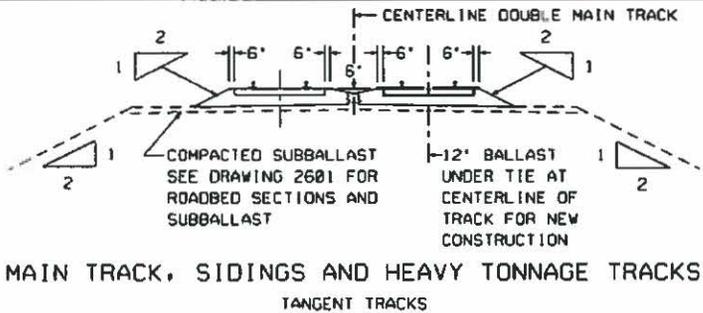
R. J. Dean
REVIEWED -
DIRECTOR,
STANDARDS AND TESTING

A. C. Zaty
APPROVED -
ASSISTANT VICE PRESIDENT,
EQUIPMENT AND TRACK
SYSTEMS ENGINEERING

ISSUED: JANUARY 27, 1997

REVISED: INITIAL ISSUE

2602



NOTES.

1. BALLAST TO CONFORM TO THE CURRENT CSXT SPECIFICATION FOR BALLAST.
2. AREMA GRADATION 4A BALLAST IS TO BE USED ON ALL TRACK EXCEPT YARD TRACKS WHERE AREMA GRADATION 5 IS TO BE USED.
3. BALLAST PAD 4" THICK OF AREMA GRADATION 4A WILL BE USED UNDER TRACK FOR NEW CONSTRUCTION OF YARD TRACKS.
4. FILL-IN BALLAST WILL BE AREMA GRADATION 5.
5. BALLAST TO BE EVEN WITH TOP OF TIE.
6. BALLAST SHOULDER WILL EXTEND 6" FROM END OF TIE TO EDGE OF SLOPE ON TANGENTS AND THE INSIDE OF CURVES, AND 12" ON THE OUTSIDE OF CURVES. THE 12" WIDTH IS TO EXTEND ONTO THE TANGENT AT EACH END OF THE CURVE FOR 100 FEET AND THEN TAPERED IN TO 6" IN THE NEXT 50 FEET.



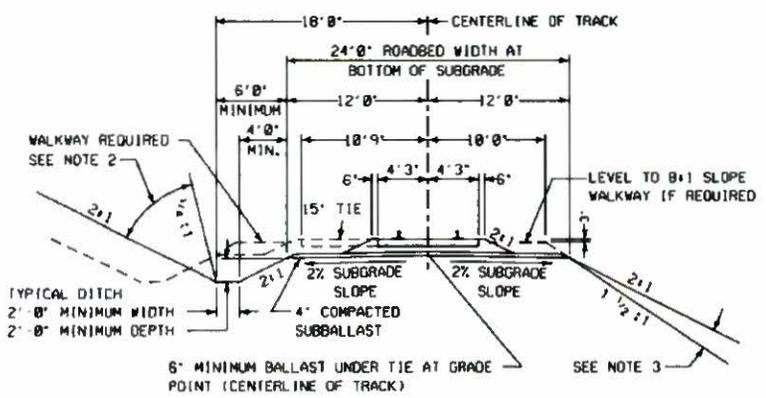
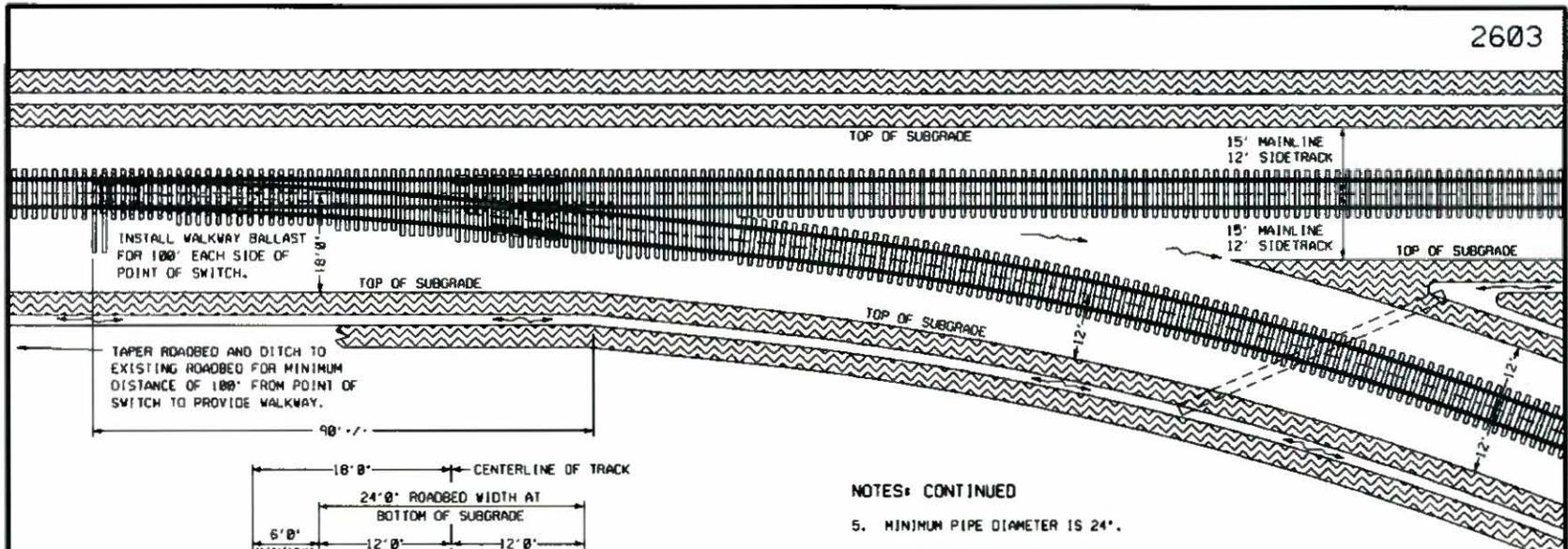
BALLAST SECTIONS

J. Kappayoli
APPROVED - CHIEF ENGINEER
MAINTENANCE OF WAY

James D. Bayley
APPROVED - VICE PRESIDENT
ENGINEERING

PREPARED BY:
J. E. BEYERL

ISSUED: JANUARY 27, 1997
REVISED: JANUARY 23, 2006



NOTES: CONTINUED

5. MINIMUM PIPE DIAMETER IS 24".
6. LENGTH OF PIPE UNDER SIDE TRACK IS DEPENDANT ON DEPTH BELOW BOTTOM OF TIE (2' MINIMUM).
7. LOCATION, ANGLE TO TRACK, AND GRADE OF PIPE DEPENDANT ON DRAINAGE CONDITIONS AT SITE. PIPE TO BE LOCATED AND INSTALLED TO MAINTAIN EXISTING DRAINAGE OR TO DIVERT RUNOFF TO ANOTHER FACILITY THAT WILL ACCEPT IT.



ROADBED SECTIONS AND GRADING FOR INDUSTRIAL TRACK TURNOUTS

R. L. Dean
 REVIEWED
 DIRECTOR,
 STANDARDS AND TESTING

S. C. Zaty
 APPROVED
 ASSISTANT VICE PRESIDENT,
 EQUIPMENT AND TRACK
 SYSTEMS ENGINEERING

ISSUED: JANUARY 27, 1997

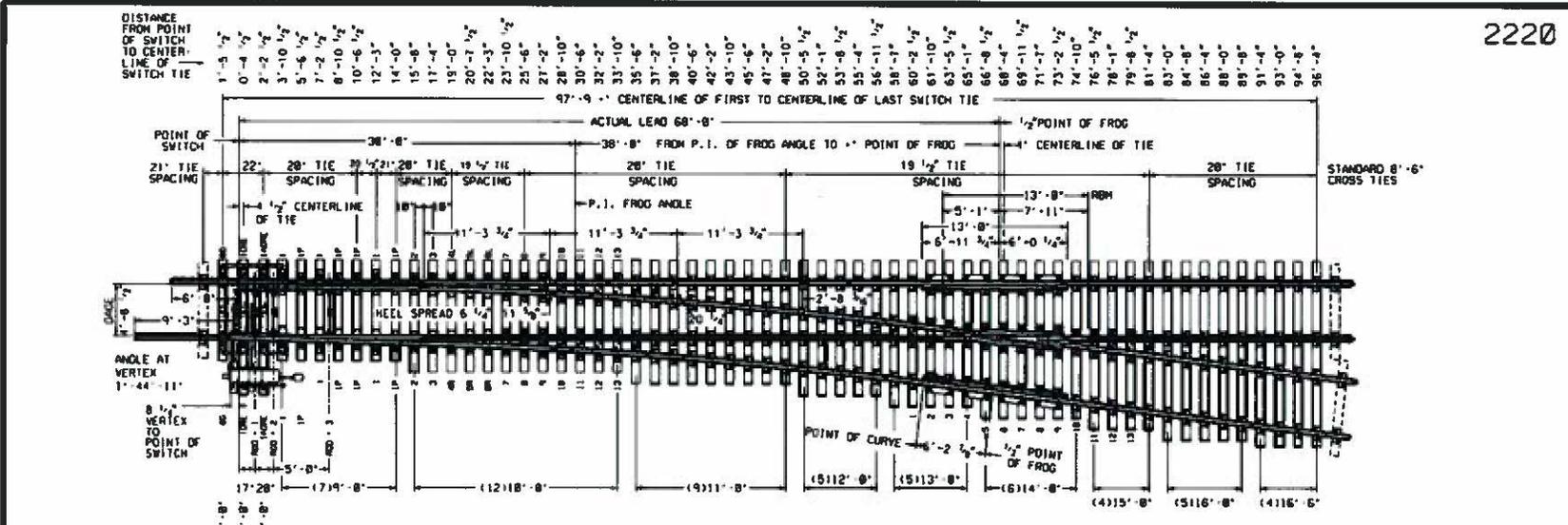
REVISED: INITIAL ISSUE

NOTES:

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. MINIMUM WIDTH OF CUT SECTION AND DITCH WIDTH SHOWN. TRACK AND DITCH GRADIENTS MAY INCREASE DITCH SIZE AND ITS DISTANCE FROM CENTERLINE OF TRACK. 2. SLOPE CAN VARY AS NEEDED FOR STABILITY FROM 2:1 IN SAND TO 1/2:1 IN SOLID ROCK | <ol style="list-style-type: none"> 3. SLOPE AS REQUIRED BY FILL MATERIAL. 1 1/2:1 MAXIMUM. 4. GEOTEXTILES, IF USED, SHALL BE PLACED BETWEEN THE TOP OF THE SUBGRADE AND THE BOTTOM OF THE SUBBALLAST |
|--|--|

TYPICAL SECTIONS
 CUT SECTION INDUSTRIAL TRACKS FILL SECTION

2220



**PLAN OF
RIGHT HAND TURNOUT**
SWITCH PLATE AND TIE LAYOUT ARRANGED
FOR POWER THROUGH MANGANESE PER SIGNAL
SECTION DRAWING NO. 50-1513

LENGTH OF HEAD BLOCK TIES
13'-8" FOR HAND OPERATED WITH
14'-8" FOR HAND OPERATED WITH
CIRCUIT CONTROLLER
12'-0" FOR MACHINE OPERATED
16'-0" FOR SPRING SWITCH
VERTICAL SWITCH RODS SHOWN

WORKMANSHIP AND MATERIALS, INCLUDING BEVELING AND HARDENING RAIL ENDS, SHALL BE
PER CURRENT AREMA SPECIFICATIONS
FOR STRAIGHT AND CURVED CLOSURE RAILS, AND STRAIGHT AND CURVED LEAD RAILS.
SEE DRAWING 2221.

SINCE THE ALLOWABLE VARIATION IN STANDARD LENGTHS OF RAILS, FROGS AND SWITCH
POINTS IS GREATER THAN THE NORMAL EXPANSION GAPS AT RAIL JOINTS AND THICKNESS
OF FIBRE END POST IN INSULATED JOINTS, NO ALLOWANCE HAS BEEN MADE FOR EXPANSION
GAPS AND FIBRE END POSTS IN COMPUTING LENGTHS OF RAIL SHOWN.

RBM FROG USES MILLED SEAT AND FLAT PLATES WITH WELDED PANDROL SHOULDERS PER
DRAWING 2426.

ON PLATES WHERE THERE ARE 3 ADJACENT ROUND HOLES, THE CENTER HOLE IS RESERVED
FOR FUTURE MAINTENANCE.

SWITCH HAS ADJUSTABLE BOLTLESS BRACES.

RAIL ANCHORS ARE NOT TO BE USED IF PANDROL TIE PLATES ARE INSTALLED.

IF PANDROL PLATES ARE NOT USED, ALL TIES IN THE TURNOUT TO WHICH AN ANCHOR CAN
BE APPLIED WILL BE BOX ANCHORED ON BOTH THE THROUGH TRACK AND DIVERGING TRACK.
EVERY TIE WILL BE BOX ANCHORED FOR A DISTANCE OF 136 TIES AHEAD OF THE SWITCH
POINT. EVERY TIE ON BOTH TRACKS WILL BE BOX ANCHORED FOR A DISTANCE OF 136 TIES
BEYOND THE END OF SWITCH TIES ON THE FROG END OF TURNOUT. DO NOT PLACE ANCHORS
WHERE THEY MAY INTERFERE WITH MOVING PARTS.

TURNOUT DATA		BILL OF SWITCH TIES			BILL OF TRACK MATERIAL	
NUMBER	RBM	LENGTH	TURNOUT ONLY	CROSSOVER	QUANTITY	DESCRIPTION
TOTAL LENGTH	13'-0"	9'-0"	8	16	16	1 NO. 8 RAILBOUND MANGANESE STEEL FROG, COMPLETE, PER DRAWING 2426.
TOE LENGTH	5'-11"	18'-0"	12	24	24	2 GUARD RAILS, COMPLETE, WITH A 7'-8" MINIMUM STRAIGHT GUARDING FACE FOR USE WITH RBM FROG.
HEEL LENGTH	7'-11"	11'-0"	9	18	18	1 39'-0" STRAIGHT STOCK RAIL PER DRAWING 2307.
TOE SPREAD	7'-1/2"	12'-0"	5	10	10	1 39'-0" BENT STOCK RAIL PER DRAWING 2307.
HEEL SPREAD	12'-5/8"	12'-0" (Dapped)	2	4	4	1 16'-6" STRAIGHT SPLIT SWITCH, COMPLETE, WITH UNIFORM RISERS, PER DRAWINGS 2307, 2317, 2325, 2326, 2335, 2336, & 2337.
ANGLE	7'-9"-10"	13'-0" @	0	10	10	112 PANDROL TIE PLATES
LENGTH OF SWITCH POINT	16'-6"	14'-0"	6	10	12	APPROX 1 KEG, TRACK SPIKES, 100 POUND KEG
HEEL SPREAD	6'-1/2"	15'-0"	4	0	0	10 JOINTS, COMPLETE
SWITCH ANGLE	1'-44"-11"	16'-0" @	5	0	0	2 INSULATED JOINTS, COMPLETE IF REQUIRED
THICKNESS OF POINT	1/2"	18'-6"	4	0	0	256 ANCHORS IF PANDROL PLATES NOT USED
VERTEX DISTANCE	0'-1/2"	23'-0"	0	0	9	366 PANDROL CLIPS
ACTUAL LEAD	68'-8"	TOTAL NO.	68	108	111	448 6" SCREW SPIKES ON STANDARD PANDROL PLATES
RADIUS OF CENTERLINE	462.73	BOARD MEAS.	3825.3	6894.5	7284.3	292 6'-2" OR 7" SCREW SPIKES ON 1/2" THICK PLATES
DEGREE OF CURVE	12'-24"-23"	ALL SWITCH TIES ARE 7' X 9"				
PT. TO PT. OF CURVE	6'-2'-1/2"	* ADJUST THE NUMBER OF 12'-0", 14'-0", OR 16'-0" HEAD BLOCK TIES.				
STRAIGHT CLOSURE LENGTH	46'-5"					
CURVED CLOSURE LENGTH	46'-7'-1/2"					

CSX TRANSPORTATION

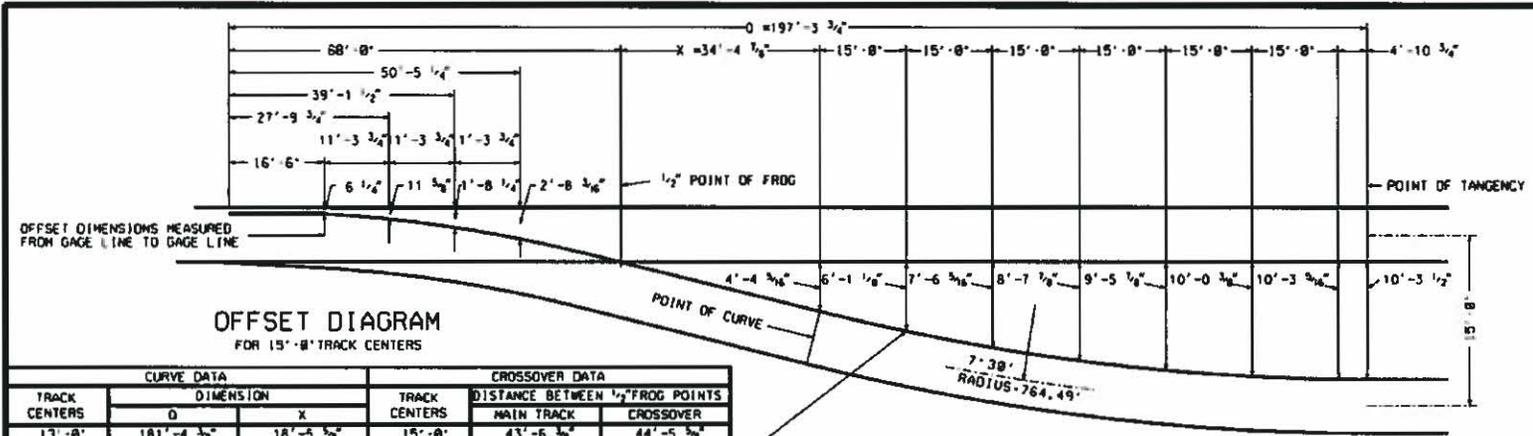
NUMBER 8 TURNOUT AND CROSSOVER
RAILBOUND MANGANESE FROG
FOR 136R RAIL ONLY

F.P. [Signature]
REVIEWED - DIRECTOR
ENGINEERING STANDARDS

[Signature]
APPROVED - CHIEF ENGINEER
MAINTENANCE OF WAY

PREPARED BY:
J. E. BEYERL

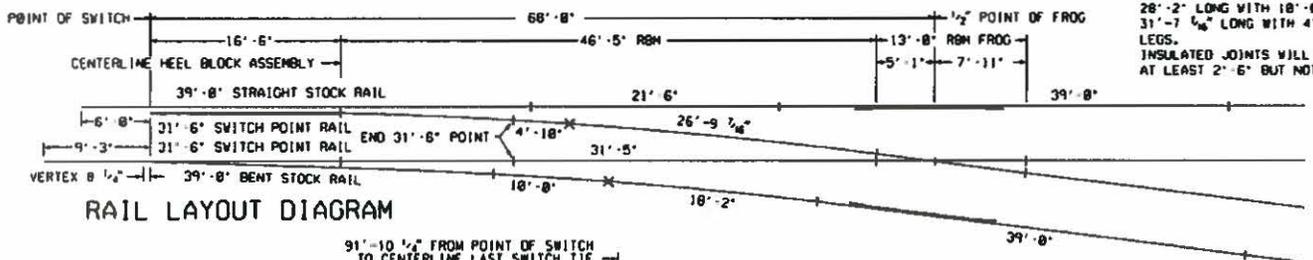
ISSUED: APRIL 17, 2001
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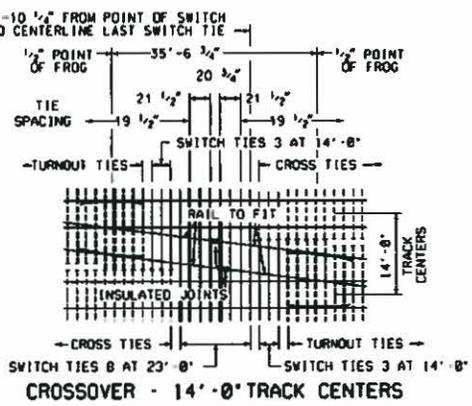
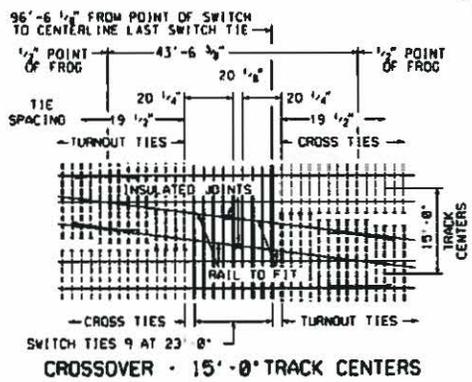
TRACK CENTERS	CURVE DATA		TRACK CENTERS	CROSSOVER DATA	
	DIMENSION	X		DISTANCE BETWEEN 1/2" FROG POINTS	
13'-0"	181'-4 3/8"	18'-5 3/8"	15'-0"	43'-6 3/8"	44'-5 3/8"
14'-0"	189'-4"	26'-5 1/2"	14'-0"	35'-6 3/8"	36'-5 1/2"
15'-0"	197'-3 3/8"	34'-4 1/8"	1'-0" CHANGE	7'-11 3/8"	8'-0 3/8"
16'-0"	205'-3 1/2"	42'-4 1/2"	1.0" CHANGE	7.9688'	8.8313'
1.0" CHANGE	7.9688"	7.9688"			

OFFSET DIMENSIONS MEASURED FROM GAGE LINE TO GAGE LINE. FOR TRACK CENTERS OTHER THAN 15'-0" REDUCE OR INCREASE OFFSET DIMENSIONS BY SAME AMOUNT THAT TRACK CENTERS ARE INCREASED OR DECREASED FROM 15'-0". AND ADJUST 'X' DISTANCE.

IF INSULATED JOINTS ARE REQUIRED WITH 31'-6" LONG SWITCH POINT RAILS, USE EPOXY GLUED JOINTS IN THE FOLLOWING LENGTH RAILS FOR RAILBOUND MANGANESE FROGS (DNG 2428). 28'-2" LONG WITH 18'-0" AND 18'-2" LEGS 31'-7 1/8" LONG WITH 4'-10" AND 26'-9 1/8" LEGS. INSULATED JOINTS WILL HAVE A STAGGER OF AT LEAST 2'-6" BUT NOT MORE THAN 4'-6".



RAIL LAYOUT DIAGRAM



NUMBER 8 OFFSET AND LAYOUT DIAGRAMS WITH RAILBOUND MANGANESE FROG FOR 136RE RAIL ONLY

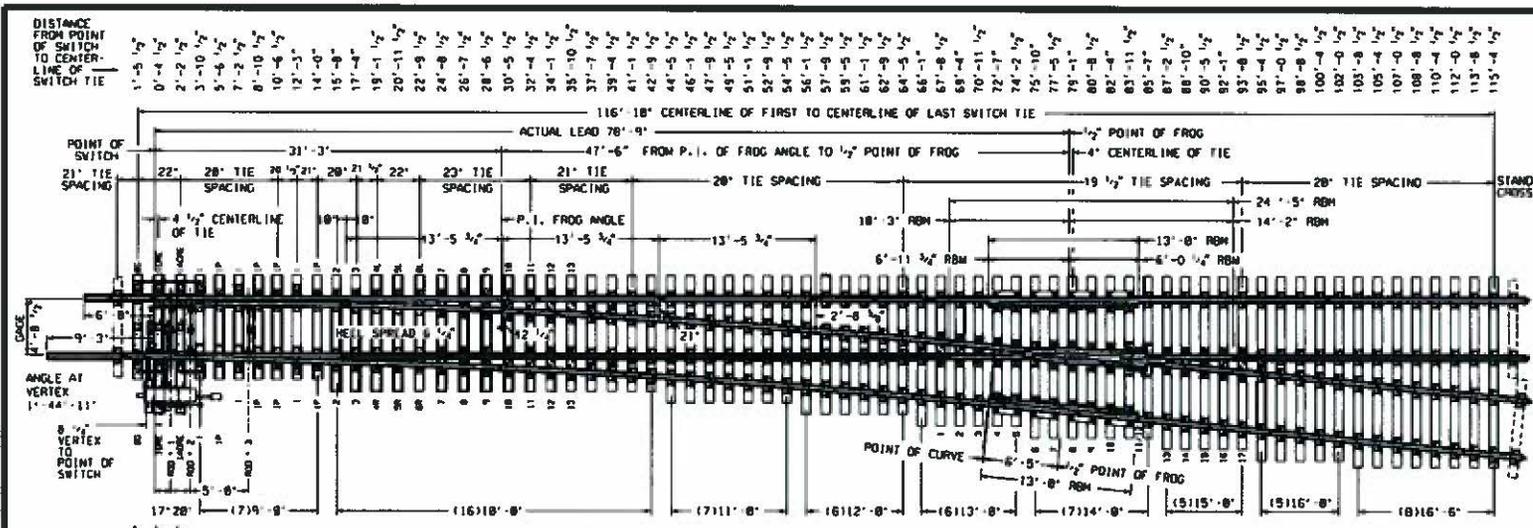
F.P. [Signature]
REVIEWED - DIRECTOR
ENGINEERING STANDARDS

[Signature]
APPROVED - CHIEF ENGINEER
MAINTENANCE OF WAY

PREPARED BY:
J. E. BEYERL

ISSUED: APRIL 17, 2001
REVISED: INITIAL ISSUE

2224



**PLAN OF
RIGHT HAND TURNOUT**

LENGTH OF HEAD BLOCK TIES
13'-0" FOR HAND OPERATED
14'-0" FOR HAND OPERATED WITH
CIRCUIT CONTROLLER
12'-0" FOR MACHINE OPERATED
16'-0" FOR SPRING SWITCH
VERTICAL SWITCH RODS SHOWN

SWITCH PLATE AND TIE LAYOUT ARRANGED
FOR POWER THROW MECHANISM PER SIGNAL
SECTION DRAWING NO. 50-1513

WORKMANSHIP AND MATERIALS SHALL BE PER CURRENT AREMA SPECIFICATIONS UNLESS
OTHERWISE SPECIFIED.

SINCE THE ALLOWABLE VARIATION IN STANDARD LENGTHS OF RAILS, FROGS AND SWITCH
POINTS IS GREATER THAN THE NORMAL EXPANSION GAPS AT RAIL JOINTS AND THICKNESS
OF FIBRE END POST IN INSULATED JOINTS, NO ALLOWANCE HAS BEEN MADE FOR EXPANSION
GAPS AND FIBRE END POSTS IN COMPUTING LENGTHS OF RAIL SHOWN.

FOR STRAIGHT AND CURVED CLOSURE RAILS, AND STRAIGHT AND CURVED LEAD RAILS,
SEE DRAWING 2225.

SWITCH HAS ADJUSTABLE BOLTLESS BRACES.

RHM FROG USES MILLED SEAT AND FLAT PLATES WITH WELDED PANDROL SHOULDERS PER
DRAWING 2431.

ON PLATES WHERE THERE ARE 3 ADJACENT ROUND HOLES, THE CENTER HOLE IS
RESERVED FOR FUTURE MAINTENANCE.

RAIL ANCHORS ARE NOT TO BE USED IF PANDROL TIE PLATES ARE INSTALLED.

IF PANDROL PLATES ARE NOT USED, ALL TIES IN THE TURNOUT TO WHICH AN ANCHOR CAN
BE APPLIED WILL BE BOX ANCHORED ON BOTH THE THROUGH TRACK AND DIVERGING TRACK.
EVERY TIE WILL BE BOX ANCHORED FOR A DISTANCE OF 130 TIES AHEAD OF THE SWITCH
POINT. EVERY TIE ON BOTH TRACKS WILL BE BOX ANCHORED FOR A DISTANCE OF 130 TIES
BEYOND THE END OF SWITCH TIES ON THE FROG END OF TURNOUT. DO NOT PLACE ANCHORS
WHERE THEY MAY INTERFERE WITH MOVING PARTS.

TURNOUT DATA		BILL OF SWITCH TIES			
NUMBER	RHM	LENGTH	TURNOUT ONLY	CROSSOVER	
				14'-0"	15'-0"
TOTAL LENGTH	24'-5"	9'-0"	8	16	16
TIE LENGTH	18'-3"	18'-0"	16	32	32
HEEL LENGTH	14'-2"	11'-0"	7	14	14
TOE SPREAD	11'-11/4"	12'-0"	6	12	12
HEEL SPREAD	17'-1/2"	12'-0" (Dropped)	2	4	4
ANGLE	5'-43"-29"	13'-0"	6	12	12
LENGTH OF SWITCH POINT	16'-6"	14'-0"	7	22	14
HEEL SPREAD	6'-1/2"	15'-0"	5	8	16
SWITCH ANGLE	1'-44"-11"	16'-0"	5	8	8
THICKNESS OF POINT	1/2"	16'-6"	8	8	8
VERTIX DISTANCE	8'-1/2"	23'-0"	8	18	8
ACTUAL LEAD	78'-9"	TOTAL NO.	78	122	128
RADIUS OF CENTERLINE	779.39	BOARD MEAS.	4549.8	7881.5	8312.8
DEGREE OF CURVE	7'-21'-24"	ALL SWITCH TIES ARE 7"x9"			
*PT. TO PT. OF CURVE	6'-9"	* ADJUST THE NUMBER OF 12'-0" DAPPED TIES IF LAYOUT REQUIRES THE USE OF 13'-0", 14'-0", OR 16'-0" HEAD BLOCK TIES.			
STRAIGHT CLOSURE LENGTH	52'-0"				
CURVED CLOSURE LENGTH	52'-2"				

BILL OF TRACK MATERIAL	
QUANTITY	DESCRIPTION
1	NO. 10 RAILBOUND MANGANESE STEEL FROG, COMPLETE, PER DRAWING 2422.
2	GUARD RAILS COMPLETE, WITH A 7'-0" MINIMUM STRAIGHT GUARDING FACE.
1	39'-8" STRAIGHT STOCK RAIL PER DRAWING 2387.
1	39'-8" BENT STOCK RAIL PER DRAWING 2387.
1	16'-6" LONG RAIL STRAIGHT SPLIT SWITCH, COMPLETE, WITH UNIFORM RISERS, PER DRAWINGS 2387, 2317, 2325, 2326, 2335, 2306, & 2337.
1	35'-8" RAIL W/INSULATED JT. 12'-11" 23-7" LEGS
1	37'-2" RAIL W/INSULATED JT. 7'-0" 38"-2" LEGS
11	JOINTS, COMPLETE
APPROX 2	KEGS, TRACK SPIKES, 180 POUND KEGS
144	PANDROL TIE PLATES
434	PANDROL CLIPS
576	6" SCREW SPIKES ON STANDARD PANDROL PLATES
388	6 1/2" OR 7" SCREW SPIKES ON 3/2" THICK PLATES



**NUMBER 10 TURNOUT AND CROSSOVER
RAILBOUND MANGANESE FROG
FOR 126R RAIL ONLY**

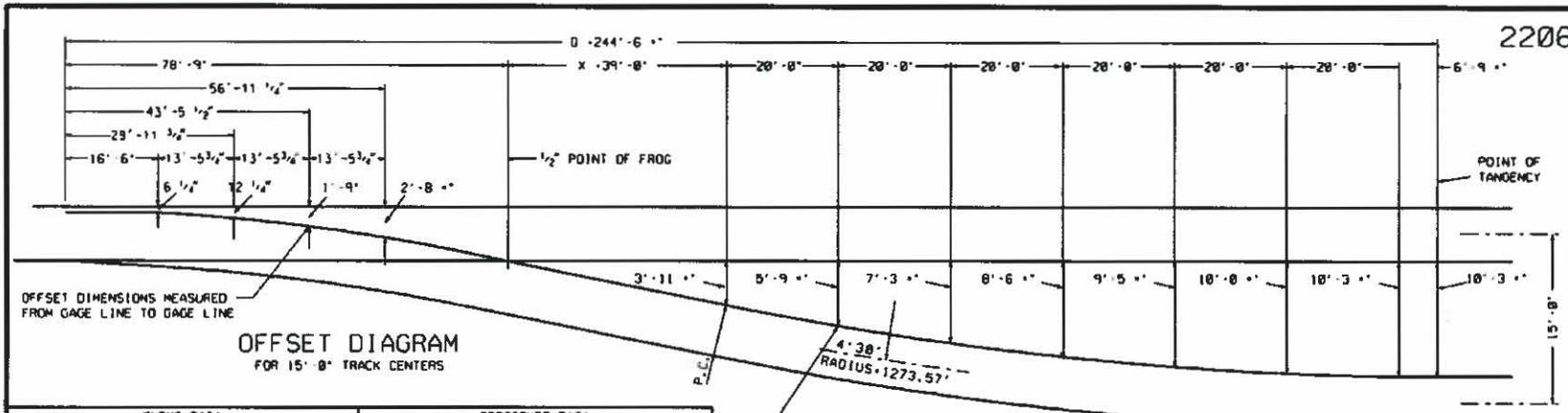
[Signature]
REVIEWED - DIRECTOR
ENGINEERING STANDARDS

[Signature]
APPROVED - CHIEF ENGINEER
MAINTENANCE OF WAY

PREPARED BY:
J. E. BEYERL

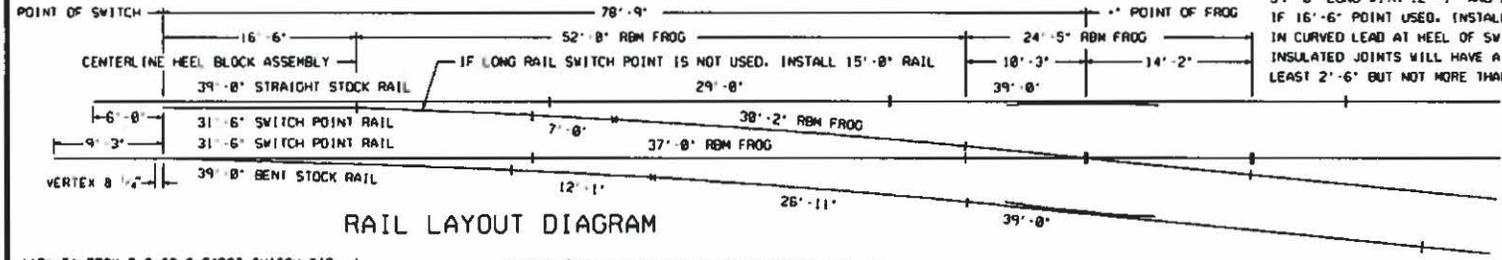
ISSUED: APRIL 17, 2001
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2206

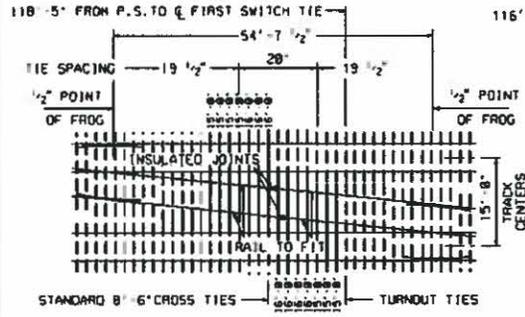


CURVE DATA			CROSSOVER DATA		
TRACK CENTERS	DIMENSION		TRACK CENTERS	DISTANCE BETWEEN 1/2 FROG POINTS	
	O	X		MAIN TRACK	CROSSOVER
13'-0"	224'-7 1/2"	19'-0 3/8"	15'-0"	54'-7 1/2"	55'-4 1/2"
14'-0"	234'-6 1/2"	29'-0 3/8"	14'-0"	44'-7 1/2"	45'-4 3/8"
15'-0"	244'-6 1/2"	39'-0"	1'-0" CHANGE	9'-11 1/8"	10'-0 3/8"
16'-0"	254'-6 1/2"	48'-11 3/4"	1.8" CHANGE	9.974'	10.026'
1.8" CHANGE	9.974'	9.974'			

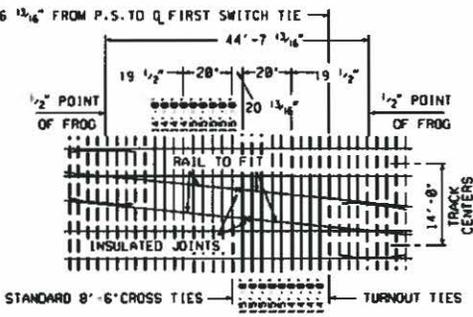
IF INSULATED JOINTS ARE REQUIRED WITH 31'-6" LONG SWITCH POINT RAILS, USE EPOXY GLUED JOINTS IN THE FOLLOWING LENGTH RAILS. FOR RAILBOUND MANGANESE FROGS (LONG 2483), 37'-2" LONG WITH 7'-8" AND 30'-2" LEGS 39'-8" LONG WITH 12'-1" AND 26'-11" LEGS IF 16'-6" POINT USED. INSTALL 15'-0" RAIL IN CURVED LEAD AT HEEL OF SWITCH. INSULATED JOINTS WILL HAVE A STAGGER OF AT LEAST 2'-6" BUT NOT MORE THAN 4'-6".



RAIL LAYOUT DIAGRAM



CROSSOVER - 15'-0" TRACK CENTERS



CROSSOVER - 14'-0" TRACK CENTERS



NUMBER 10 OFFSET AND LAYOUT DIAGRAMS WITH RAILBOUND MANGANESE FROG FOR 115RE, 122CB, 132RE, AND 136RE RAIL

REVIEWED
DIRECTOR,
STANDARDS AND TESTING

APPROVED
ASSISTANT VICE PRESIDENT,
EQUIPMENT AND TRACK
SYSTEMS ENGINEERING

ISSUED: AUGUST 16, 1996

REVISED: INITIAL ISSUE

Diagram: Commercial Track A 640.6(2)

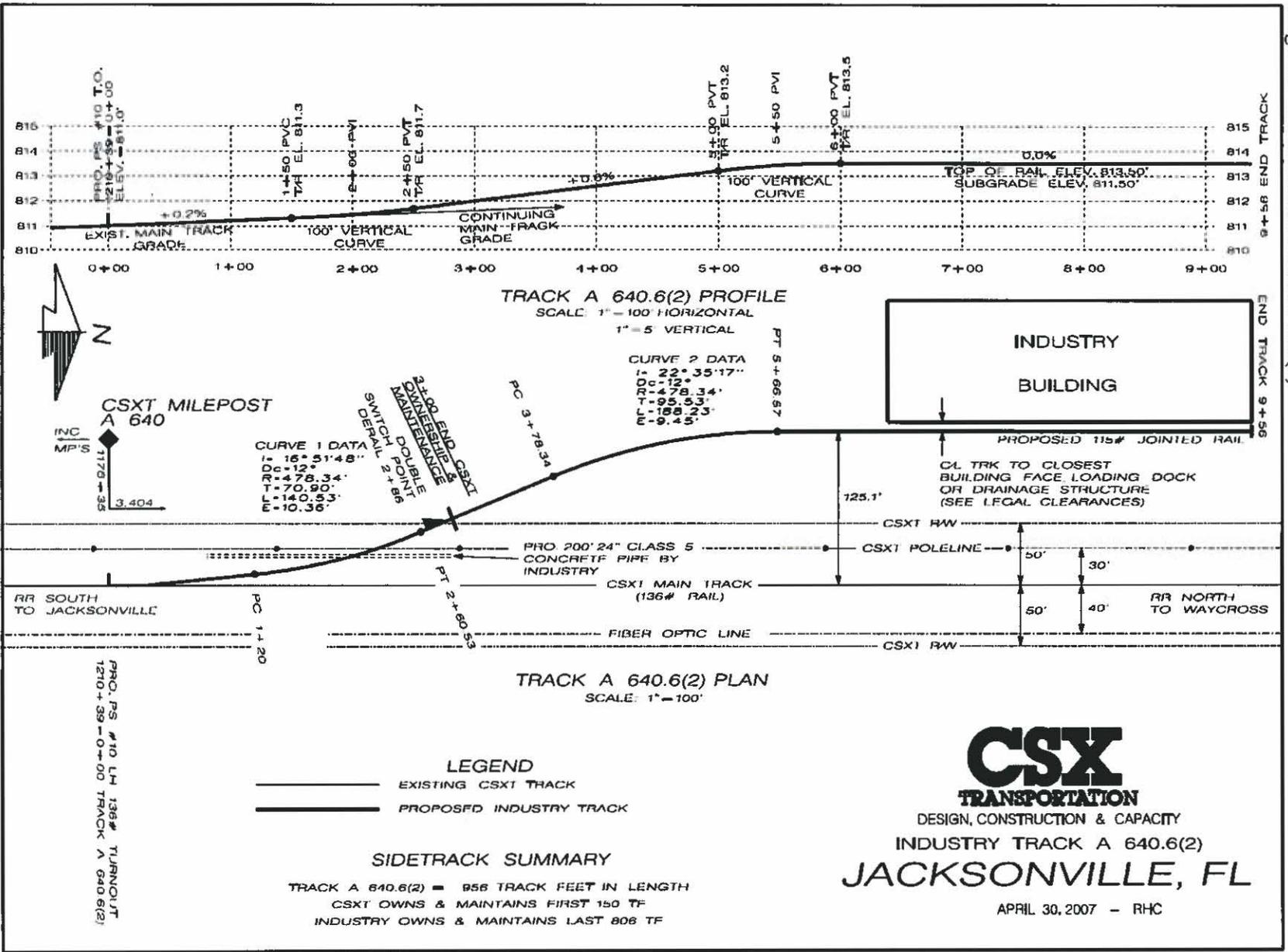
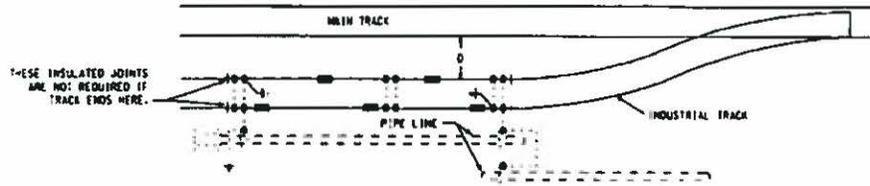
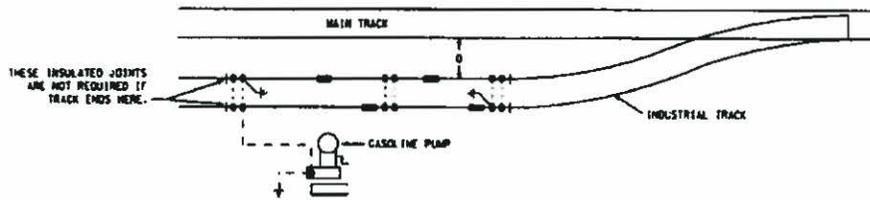


Diagram: Loading or Unloading Combustible and Flammable Liquids or Flammable Gases



BONDING ARRANGEMENT FOR LOADING AND UNLOADING TRACKS

FIGURE A



BONDING ARRANGEMENT FOR ALL FILLING STATIONS SERVING RAIL MOTOR COACHES AND INTERNAL COMBUSTION LOCOMOTIVES

FIGURE B

NOTES:

- 1 - The electrical connections shall be not less than one No. 4 nor less than two No. 6 AWG stranded copper, bronze, or copper-covered steel wire.
- 2 - Ground electrodes shown shall be connected directly to rail, pipe or other equipment to be grounded.
- 3 - Where pipe connected derrick is used, pipe shall be insulated.
- 4 - Connections of copper wire to pipe line shall be permanently clamped or brazed to an exposed section of the pipe.
- 5 - The minimum for "D", the distance from near rail of main track to near rail under center of spotted car, shall be as prescribed by state laws, city ordinances, Interstate Commerce Commission regulations, and National Board of Fire Underwriters.
- 6 - Cars spotted for loading or unloading must not bridge insulated rail joints or be coupled to cars outside of the insulated track section at any time during loading or unloading operations.
- 7 - Insulated joints shall be of approved type.
- 8 - Either consignor or consignee shall provide a suitable sign for marking loading or unloading section.
- 9 - Bonding shall be done in accordance with approved practice. Rail joints are to be double bonded.
- 10 - Bonding arrangements shown are not applicable in electrified territory.
- 11 - No rail grinding, bond welding, or flint igniter operations are permitted on or near tracks once transfer equipment is in service.

LEGEND
 + INSULATED JOINT
 — RAIL JOINT, DOUBLE BONDED

Approved 
 Chief Engineer Train Control



Bonding Arrangements On Tracks Used For Loading Or Unloading Combustible And Flammable Liquids Or Flammable Gases
 Issued Oct. 1, 1996 Revised

SS500
 Sheet 1 of 1

Construction

A) GENERAL

No work of any type shall be performed on CSXT right of way, which could affect CSXT roadbed, or track, without written permission and evidence of proper insurance as may be required. Construction of Industry's structures, roadbed, track, etc., shall not begin prior to receiving CSXT's approval of final plans.

Industry shall obtain all necessary approvals and permits required by governmental agencies for all work on CSXT right of way, including but not limited to grading, drainage, vegetation, erosion control, and siltation prevention devices.

Track, roadbed, and structures shall be constructed to the line and grade as shown on the approved final plans. The industry shall supply the stakeout for entire project including marking of the point-of-switch in the tracks. The industry shall arrange for their track to be tied into CSXT's track at the ownership point provided CSXT's tracks are installed prior to the industry's.

Inspection of the completed track will be made by CSXT personnel, and will not be placed in service without such approval. Inspection will include grading, drainage, structures, clearances, track, walking conditions, and related appurtenances to assure satisfactory compliance with approved final plan and CSXT Standards for construction and safety. To ensure uniform curvature, industry tracks with curvature in excess of 10° shall be stringlined by the industry prior to the in service inspection by CSXT; stringline notes shall be provided to CSXT upon request.

B) TIES

Spacing

All tracks consisting of wood and composite ties shall have a tie spacing of 20 inches center-to-center except for ties in special trackwork such as turnouts and road crossings. In these cases, use the tie spacing shown in the standard plan. The center-to-center spacing of both concrete and steel crossties shall be 24"

Joints

Bolted joints are to be centered between ties when possible. Field welded joints are to be centered between ties. Glued insulated joints are to be centered between ties. All bolt holes in bolted joint bars are to be filled with appropriate fasteners or the joint shall be welded.

Special Track Work

Turnouts, derails, crossings, and special track work will have ties spaced as shown on CSXT Standard Drawings or the standard drawings associated with the turnout, derail, crossing, or special trackwork being installed.

Bridge Approach Ties

Bridge approach ties shall be installed in accordance with CSXT Standard Drawing, page 44.

Adzing

When necessary to adze ties, an adzing machine shall be used. The adzing must be done to give the tie plate a full bearing across the tie and parallel with the plane of track.

Lining Ties

All ties shall be placed in track at right angles to the centerline of the track. The end of the tie on the line side shall be 4'-3" from the centerline of the track. The line end of the ties shall be to the right hand side of the track, facing north or east (timetable direction) except for sidings and multiple tracks. In this case, ties in the two outside tracks are lined to the outside. Switch ties shall be lined on the straight side, except as noted on the standard plans.

Damaged Ties

When handling or spacing ties, care shall be taken to prevent damage with picks and hammers. Pulling ties into position with picks will not be permitted; tie tongs shall be used for this purpose.

Use of Tie Plugging Compound and Plugs

The pulling of spikes, once driven, shall be avoided as much as possible. When spikes are pulled, the holes shall be immediately plugged with a chemical tie-plugging compound that completely fills the spike holes and allows for the proper drive of spikes that are subsequently added to the crosstie. Alternatively tie plugs may be used to fill the spike hole

Use of Steel, Concrete, and Composite Crossties

The use of steel, concrete, and composite crossties for industry owned tracks and turnouts is permitted. The center-to-center spacing of both concrete and steel crossties shall be 24"; the center-to-center spacing of composite crossties shall be 20". In signaled territory, as well as those industrial tracks with active road crossing warning devices, may require certain sections of the track to employ insulated crossties. The use of steel, concrete, or composite ties in industrial tracks should be noted on the plans, along with the manufacturer of the product. The industry shall consult with and follow the manufacturer's guidelines for installation and maintenance of steel and concrete crossties. Industries located in high rot zones (south of middle Alabama and Georgia) should consider alternate crossties (including borate treated wood ties) for increased service life.

C) APPLYING TIE PLATES

Double shoulder tie plates shall be used on all ties. Care must be taken that canted tie plates incline toward the center of track and that plates having a different amount of cant or flat plates are not intermixed. Before placing tie plates on the tie, dirt and other substances shall be removed from the bottom of the tie plate and top of the tie.

D) GAGE RODS

The use of gage rods for new track construction is prohibited.

E) LAYING JOINTED RAIL

Rail Placement

Rails shall be so placed that the joints in each line of rail shall be within the middle half of the opposite length rail. To minimize the cutting of full-length rails, short rails may be used in adjusting for proper spacing of joints, but no rail less than thirty three feet (33') on curves or nineteen feet six inches (19'-6") on tangents shall be used.

Cutting of Rail

Flame cutting of rail will not be permitted. Rail shall be cut with a rail saw. Bolt holes shall be drilled, not torch cut.

Cleaning

The bottom of the rail and bearing surfaces of the crosstie and tie plates shall be cleaned before rail is laid.

Rail Temperature

A rail thermometer will be used in determining rail temperatures at the time of installation. Approved thermometers include dial rail thermometer and electronic surface thermometers. Temperatures will be read and recorded periodically during the day and supervisory employee shall see that it is checked frequently and that proper expansion shims are used. When taking rail temperatures, the thermometer will be placed on the web of the rail on the side away from the sun. Non-contact thermometers shall be located no more than two feet away and pointed directly at the web of the rail on the side away from the sun. A record of rail laying temperatures and expansion are to be made available for inspection by CSXT upon request.

Expansion Shims

Rail expansion shims of approved thickness and material will be used per 39-foot rail in accordance with the following temperature table:

Table 3: Expansion Required for Jointed Rail

Below 6°F	5/16" in each joint
6 – 25°F	1/4" in each joint
26 – 45°F	3/16" in each joint
46 – 65°F	1/8" in each joint
66 – 85°F	1/16" in each joint
Over 85°F	no shims necessary

Laying Rail

Except as otherwise specified, rails shall be laid one at a time, and to insure good adjustment, the rail ends brought squarely together against suitable rail expansion shims and bolted before spiking.

Panel Track

At locations approved by CSXT, track may be laid by the panel method. Joints must be staggered after the panels are in place. After staggering, the joints shall be located as nearly as possible to the middle of the opposite rail.

Gage

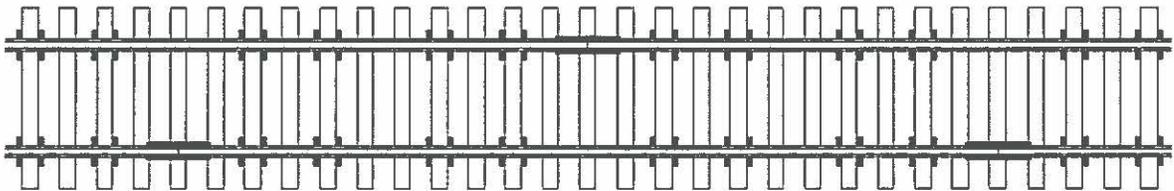
The gage of track is the distance between the heads of rails, measured at right angles thereto, at a point five-eighths (5/8") inch below the top of rail. Standard gage is 4'-8 1/2". No change in gage on account of curvature will be permitted without the express permission of CSXT. **Gaging must be done at the time the rail is laid.**

Butting Used Rail with New Rail

When butting used rail with new rail, welding shall be used to build up the end of used rail to match the new rail. This provides a smooth transition over the joint. The same process shall be used when it is necessary to butt used rail to new frogs, switches, etc.

Anchors

Rail anchors for jointed track shall be applied at sixteen (16) anchors per 39 feet rail length, box anchoring eight ties spaced in accordance with CSXT Rail Anchoring Policy, MWI 703 (excerpt shown below). Box anchoring is defined as: an anchor on each side of a tie, on both rails, or four (4) anchors applied to one tie. Anchors shall be securely and squarely fastened to rail and have a solid bearing against the ties.



JOINTED RAIL - 16 ANCHORS PER 39 FOOT RAIL, BOX ANCHOR 8 TIES.
RAIL ANCHOR PATTERNS

F) LAYING WELDED RAIL

Track locations that will have over 400 feet in length of welded rail are considered to be continuous welded rail track and shall meet all the requirements for continuous welded rail track (Reference 49 CFR 213.121(f); see <http://www.gpoaccess.gov/cfr/index.html>).

Installation of Continuous Welded Rail will be governed by CSXT Continuous Welded Rail Policy, MWI 1125, latest revision, available upon written request. Field welds will be governed by CSXT Welder's Manual, MWI 801, latest revision, available upon written request. Rail anchors for welded rail will be governed by CSXT Rail Anchoring Policy, MWI 703, latest revision, available upon written request.

G) SPIKING

Spiking patterns will be governed by CSXT Standard Drawings, pages 36 and 37.

H) SUPERELEVATION & SPIRALS

See CSXT Superelevation of Curves, MWI 1104, latest revision, available upon written request.

I) SURFACING & LINING TRACK

Following the assembly of the track, sufficient ballast shall be unloaded in the tie cribs and shoulders of the track structure to restrain movement or buckling of track due to temperature changes. Such ballast unloading shall provide an adequate amount of ballast for the initial track raise with sufficient surplus to continue to hold the track after the raise. On spirals and curves, the outside rail shall be superelevated as indicated on CSXT Standard Drawings.

Ballasting

The ballasting of track shall be accomplished in not less than two lifts. Each lift shall not exceed four inches in height, except the final lift shall be approximately two inches in height.

Surfacing

Track surfacing shall be done by methods that will prevent undue bending of the rail or straining of the joints. The amount of track lift shall not endanger the horizontal or vertical stability of the track. The track shall be initially raised so that a final raise of not less than one inch nor more than three inches will be required to bring it to finished surface. All ties that pulled loose shall be replaced to proper position, shall have full bearing against the rail, and be properly secured to the rail.

Tamping

Tamping of ballast shall be done with power tamping equipment. Control or cycling of the power tamper shall provide the maximum proper compaction of the ballast uniformly along the track. The ballast shall be thoroughly tamped on both sides of the tie from a point 15 inches inside the rails to the ends of the ties.

Lining

The track shall be placed in proper alignment when initially raised and tamped. The final alignment of track shall be done by a power operated lining machine capable of meeting the specified track tolerances.

Final Raise and Surfacing

When the track has been raised to within two inches of the final grade and properly compacted, a finishing lift shall be made by jacking the track to the finished top-of-rail elevations. The ballast shall then be applied under the ties for their entire length and thoroughly driven in place for a space extending from fifteen inches inside either rail to the ends of the ties, by tamping machines, tamping picks, or tamping bars. The ballast under the remainder of the tie bearing shall not be tamped. In making the finishing lift, the spot board and track level board shall be used with care and the track brought to a true surface with the required superelevation of the outer rail on spirals and curves.

Final Lining

After the track has been brought to the established track center, every effort shall be made to maintain appropriate line during preliminary ballast applications.

Final Dressing of Ballast

The Contractor shall provide the necessary templates for shaping the ballast sections. The edge of ballast shall be brought to true line by means of shovels, forks, or ballast regulating machines. The ballast shoulders shall be uniformly formed and compacted. All excess ballast shall be removed and deficiencies of ballast shall be supplied.

J) GRADE CROSSING

Installation

Any road crossing to be constructed over the track at grade shall be installed in accordance with CSXT MWI 901 or by a crossing surface approved by the State in which the track is located. Any road crossing over CSXT owned track shall be CSXT's standard surface and be installed by CSXT track forces.

Rail Joints

No joints will be permitted within the confines of the crossing, including road shoulders.

Completion

Highway and street crossings shall be completed in their entirety, including grading, planking, and/or paving in exact accordance with the plans and specifications. Care shall be taken to insure the least possible interference with highway or street traffic.

K) FINAL CLEANING

All refuse from construction operations shall be removed and disposed of and the entire roadbed and right-of-way shall be left in a presentable condition.

L) DERAILS AND BUMPING POSTS

Derails and bumping posts are to be installed as per CSXT approved plans provided by Industry or its Consultant.

M) GATES AND FENCES

Gates may only be installed on tracks that are located on the industry's property. The gate shall have adequate devices to secure the gate open while CSXT crews are operating on the track. In addition, gates installed across industry sidetrack must be capable of being secured with two locks—one supplied by the industry and one supplied by the CSXT for its use when switching the industry. Fences and gate openings shall be located in compliance with the minimum clearance requirements.

N) INSPECTION

After completion of the work, a final inspection will be made. Any previous inspection or acceptance will not preclude rejection at the final inspection of anything that is not satisfactory or not in accordance with the Guidelines.

A quarterly inspection of the sidetrack will be made by local CSXT Maintenance Personnel to determine any repairs that might be needed. If the track has been inactive for an extended period of time, an inspection must be made by CSXT before any cars may be spotted on the track.

O) MAINTENANCE

All completed work shall be maintained and kept in finished condition by the Contractor until final inspection and acceptance. **After the track is placed in service, the Industry shall maintain its portion of the track in a condition at minimum in compliance with FRA Class I track (reference 49 CFR 213).** Failure to maintain track in a proper manner may lead to suspension of service until the defective condition(s) are corrected.

SPIKING REQUIREMENTS											
TRACK ALIGNMENT		MAIN TRACKS AND SIDINGS						SIDE, YARD AND INDUSTRY TRACKS			
		MAXIMUM AUTHORIZED FREIGHT SPEED						MAXIMUM AUTHORIZED SPEED			
		UP TO 45 MPH		46 MPH TO 60 MPH		61 MPH AND HIGHER		UP TO 25 MPH		26 MPH AND HIGHER	
DEGREE FROM	DEGREE TO	SPIKES PER TIE PLATE	SPIKING PATTERN	SPIKES PER TIE PLATE	SPIKING PATTERN	SPIKES PER TIE PLATE	SPIKING PATTERN	SPIKES PER TIE PLATE	SPIKING PATTERN	SPIKES PER TIE PLATE	SPIKING PATTERN
TANGENT		2	A	3	B	4	C	2	A	2	A
0°-01'	1°-59'	3	B	4	C	4	C	2	A	2	A
2°-00'	3°-59'	4	C	4	C	4	C	3	B	3	B
4°-00'	5°-59'	4	C	4	C	4	C	4	C	4	C
6°-00'	11°-59'	5	D	5	D	5	D	4	C	4	C
12°-00'	12°-59'	5	D	5	D	5	D	4	C	4	C
13°-00'	AND UP	5	D	5	D	5	D	5	D	5	D

MAIN TRACK - A TRACK, OTHER THAN AN AUXILIARY TRACK, EXTENDING THROUGH YARDS AND BETWEEN STATIONS, UPON WHICH TRAINS ARE OPERATED IN CONFORMANCE WITH RULES OR SPECIAL INSTRUCTIONS.

SIDING - AN AUXILIARY TRACK DESIGNATED IN SPECIAL INSTRUCTIONS FOR THE MEETING OR PASSING OF TRAINS.

SIDE TRACK - AN AUXILIARY TRACK FOR PURPOSES OTHER THAN MEETING OR PASSING TRAINS.

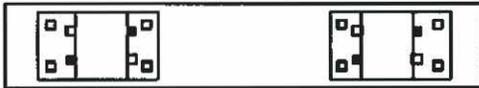
THE SPIKING PATTERN ON CURVES WILL BEGIN AT THE TANGENT TO SPIRAL MARKER PLATE AND END AT SPIRAL TO TANGENT MARKER PLATE.

THE SPIKING PATTERN ON COMPOUND CURVES WILL BE BASED ON THE HIGHEST DEGREE OF CURVATURE IN THE CURVE AND WILL BE USED FOR THE ENTIRE CURVE.

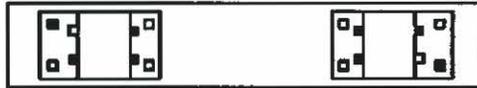
SIX AXLE LOCOMOTIVES WITH CONVENTIONAL TRUCKS ARE RESTRICTED FROM OPERATING ON CURVES OVER 17°-00'.

SIX AXLE LOCOMOTIVES WITH RADIAL STEERING TRUCKS ARE RESTRICTED FROM OPERATING ON CURVES OVER 23°-00'.

SPIKING PATTERN "A"



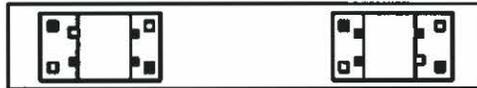
SPIKING PATTERN "C"



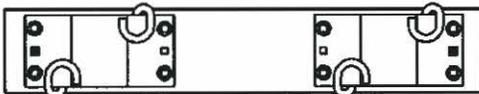
SPIKING PATTERN "B"



SPIKING PATTERN "D"



POSITIVE RESTRAINT
RAIL FASTENERS
ALL TRACK ALIGNMENTS



- - TRACK SPIKE
- ⊙ - TIE PLATE SCREW



MAIN TRACK SPIKING PATTERNS
SIDE TRACK SPIKING PATTERNS

REVIEWED -
DIRECTOR,
ENGINEERING STANDARDS

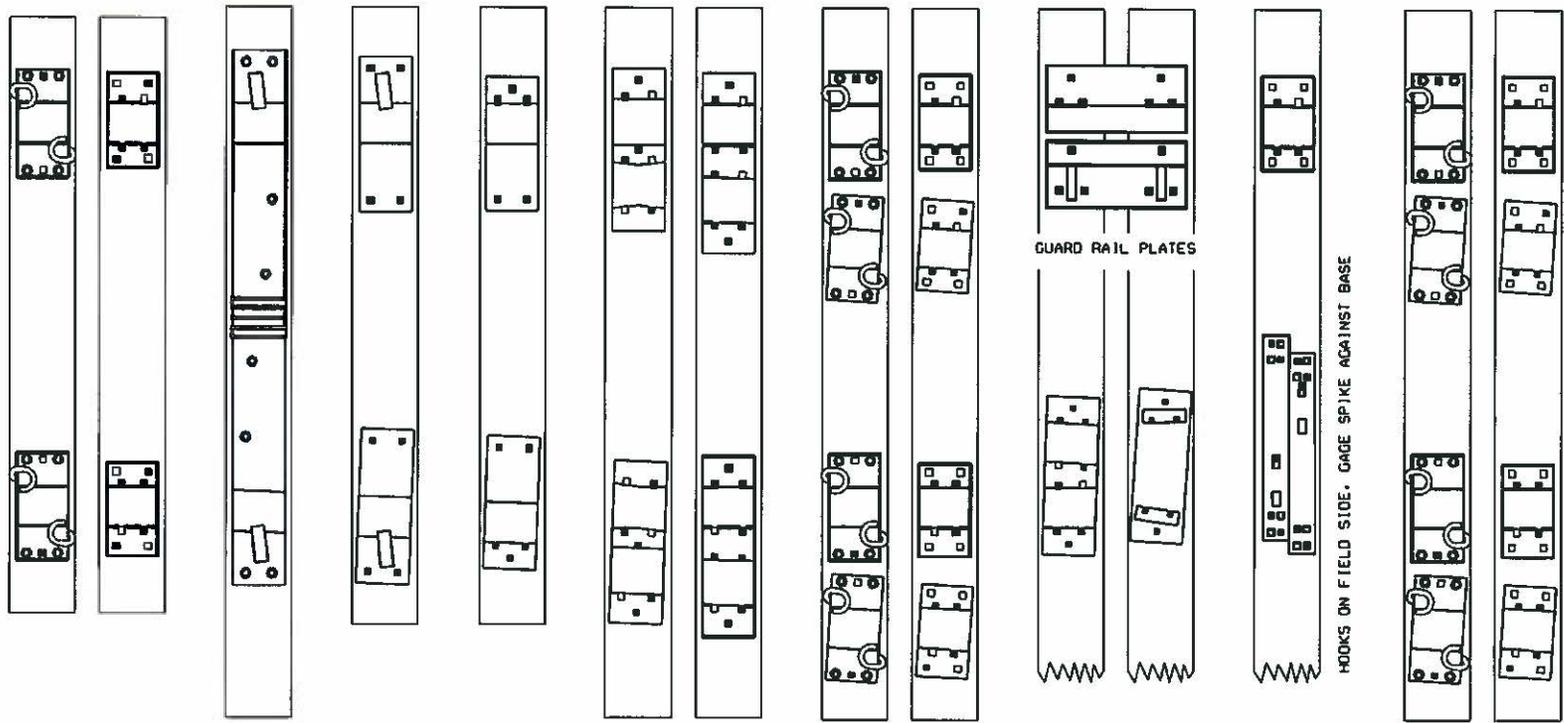
R. L. Dean
APPROVED -
CHIEF ENGINEER
MAINTENANCE OF WAY

ISSUED: DECEMBER 27, 1996

REVISED: DECEMBER 15, 2000

TURNOUT PLATE AREA

FROG PLATE AREA



TIE PLATES AHEAD OF SWITCH POINT GAGE PLATES BRACE PLATES SLIDE AND HEEL PLATES MILLED SEAT TURNOUT PLATES TIE PLATES BETWEEN FROG AND TURNOUT PLATES WELDED STOP AND MILLED SEAT FROG PLATES HOOK TWIN TIE PLATES TIE PLATES BETWEEN FROG AND END OF SWITCH TIES

- - TRACK SPIKE
- - TIE PLATE SCREW

IF POSITIVE RESTRAINT RAIL FASTENERS ARE USED IN THE TURNOUT, POSITIVE RESTRAINT TIE PLATES MUST BE USED FOR A MINIMUM OF 15 TIES AHEAD OF THE OG PLATE, AND PAST THE FROG ON BOTH TRACKS UNTIL THE END OF THE SWITCH TIES IS REACHED.

IF REGULAR TIE PLATES ARE USED, SPIKE THE 15 TIE PLATES AHEAD OF THE OG PLATE WITH SPIKING PATTERN "D" IN ALL OTHER THAN YARD TRACKS. IN YARD TRACKS USE SPIKING "B".

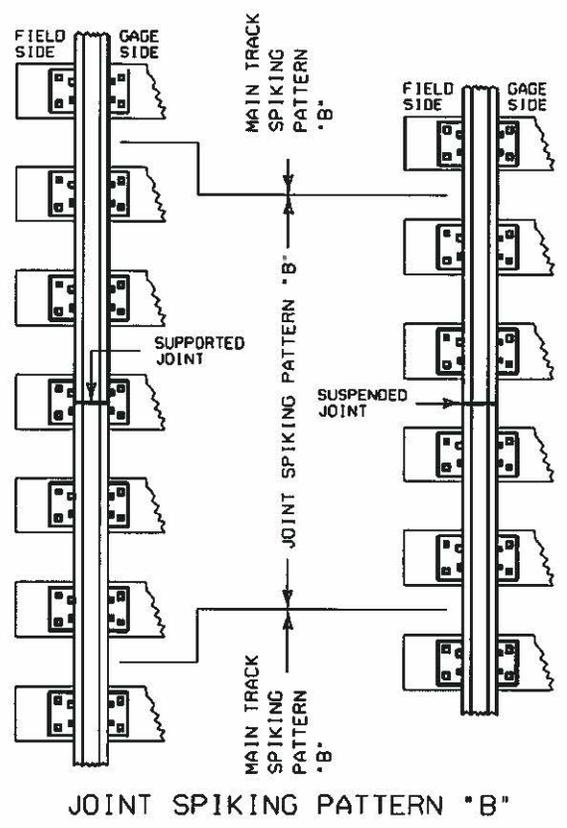
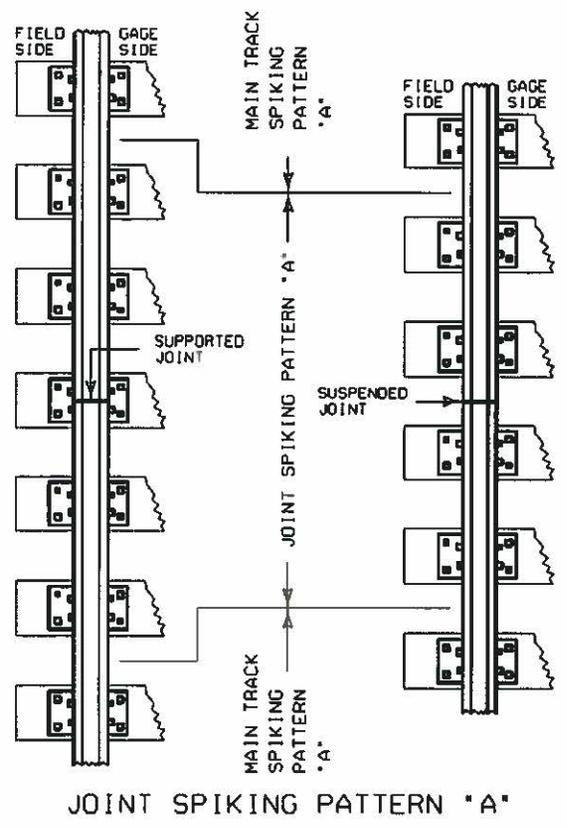
CONE NECK LAG SCREWS MAY BE USED IN GAGE PLATES WITH SQUARE HOLES IN PLACE OF TRACK SPIKES.



TURNOUT SPIKING PATTERNS WITH BETHLEHEM 811 STYLE BRACES

J. E. Beyerl APPROVED - CHIEF ENGINEER MAINTENANCE OF WAY *James D. Bayler* APPROVED - VICE PRESIDENT ENGINEERING

PREPARED BY: J. E. BEYERL ISSUED: DECEMBER 27, 1996 REVISED: OCTOBER 10, 2005



■ . TRACK SPIKE

JOINT SPIKING PATTERN "A" USED WITH MAIN TRACK SPIKING PATTERN "A".

JOINT SPIKING PATTERN "B" USED WITH MAIN TRACK SPIKING PATTERNS "B", "C" AND "D".

SEE DRAWING 2512 FOR SPIKING PATTERNS WHEN POSITIVE RESTRAINT RAIL FASTENERS ARE USED.



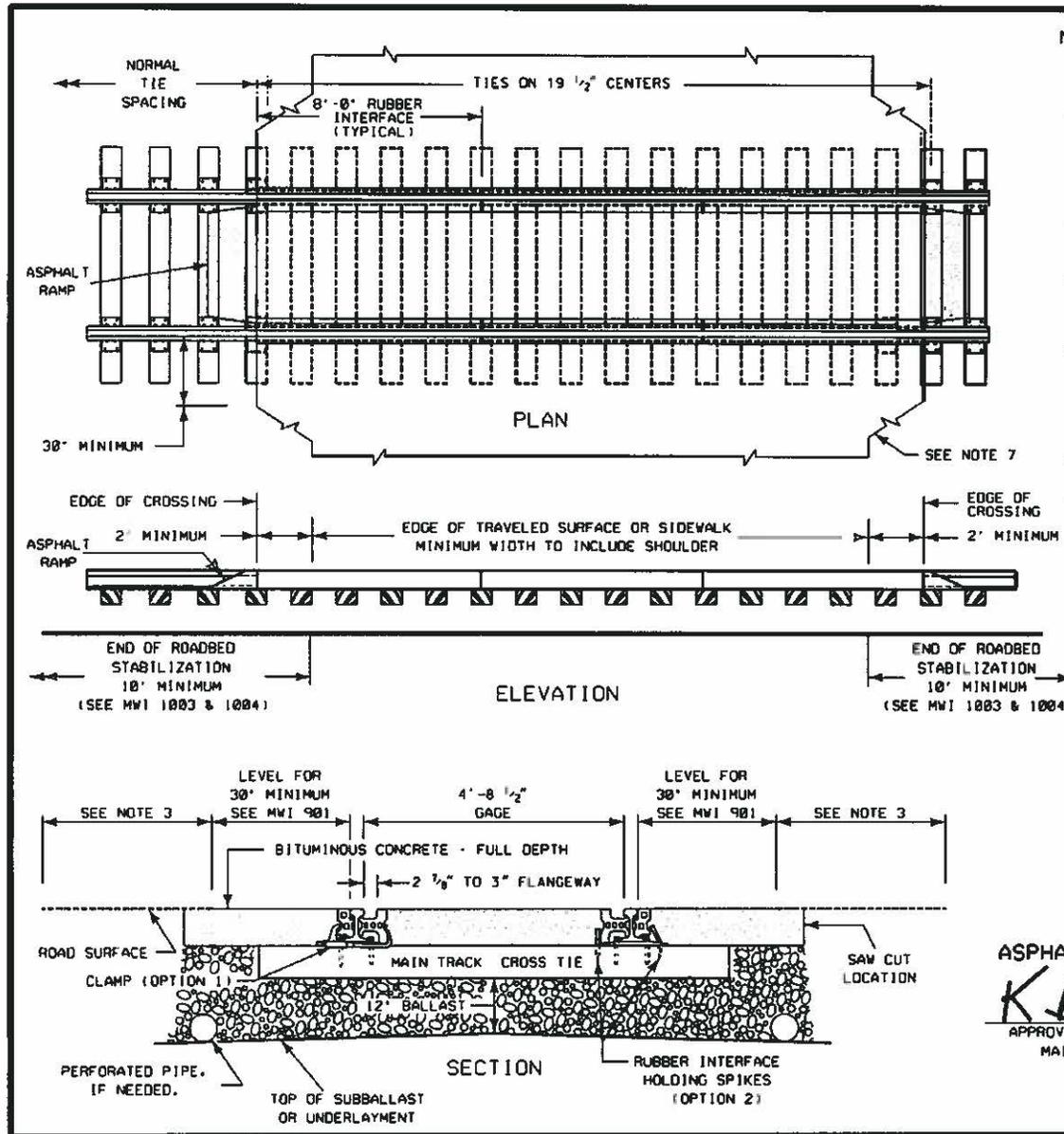
JOINT AREA SPIKING PATTERNS

R.D. Dean
 REVIEWED
 DIRECTOR,
 STANDARDS AND TESTING

A.C. [Signature]
 APPROVED
 ASSISTANT VICE PRESIDENT,
 EQUIPMENT AND TRACK
 SYSTEMS ENGINEERING

ISSUED: DECEMBER 27, 1996

REVISED: INITIAL ISSUE



NOTES

2521

1. MWI 901 (LATEST REVISION) IS TO BE USED IN CONJUNCTION WITH THIS DRAWING.
2. FOR NEW CONSTRUCTION, HIGHWAY SHOULD INTERSECT RAILROAD AT OR NEARLY RIGHT ANGLES.
3. FOR NEW CONSTRUCTION, HIGHWAY SURFACE SHOULD NOT BE MORE THAN 3" HIGHER OR LOWER THAN TOP OF THE NEAR RAIL 30" FROM THE RAIL ALONG THE ROAD CENTERLINE, UNLESS TRACK SUPERELEVATION DICTATES OTHERWISE.
4. USE STATE D.O.T. SPECIFICATIONS FOR BITUMINOUS CONCRETE AND ASPHALT SPRAY TACK COAT FOR THE STATE IN WHICH THE CROSSING IS LOCATED.
5. CROSSINGS SHOULD BE CONTINUOUS BETWEEN ROADWAY OR SIDEWALK EDGES. IF NOT PRACTICABLE, ADEQUATE DRAINAGE MUST BE PROVIDED BETWEEN CROSSING AREAS TO ELIMINATE WATER POCKETS.
6. USE TWO CLAMPS PER CRIB OR FOUR (4) RUBBER INTERFACE HOLDING SPIKES PER TIE.
7. SLOPE PAVING TO RETURN TO ORIGINAL PAVEMENT SURFACE. LENGTH OF TRANSITION WILL DEPEND ON LOCAL CONDITIONS. USE A RUNOFF OF 1 IN. PER 10 FT. WHERE PRACTICABLE.
8. IF ROADBED STABILIZATION IS REQUIRED, EXTEND IT 10 FT. BEYOND EDGE OF CROSSING UNDER TRACK.
9. PERFORATED PIPE TO BE SIZED AND LOCATED FOR SITE CONDITIONS. USE MIN. 6" DIA. PIPE AND LOCATE AT LEAST 12" BEYOND THE END OF TIE.

ORDERING INFORMATION		
ITEM NO.	RAIL WGT.	DESCRIPTION
014 5250135	90-100	CROSSING RUBBER INTERFACE.
014 5250140	115	LIGHT DUTY. ORDER BY
014 5250142	122	*TRACK FEET* IN 8 FT.
014 5250145	132	INCREMENTS. EACH TRACK
014 5250147	136	FOOT INCLUDES 2 GAGE SIDE
014 5250160	140	AND 2 FIELD SIDE SECTIONS.
014 5250170	141	
014 5250260	90-141	CLAMP. RUBBER INTERFACE
		USE 2 PER CRIB.

CSX TRANSPORTATION

LIGHT DUTY ROAD CROSSING
ASPHALT AND RUBBER INTERFACE ON WOOD TIES

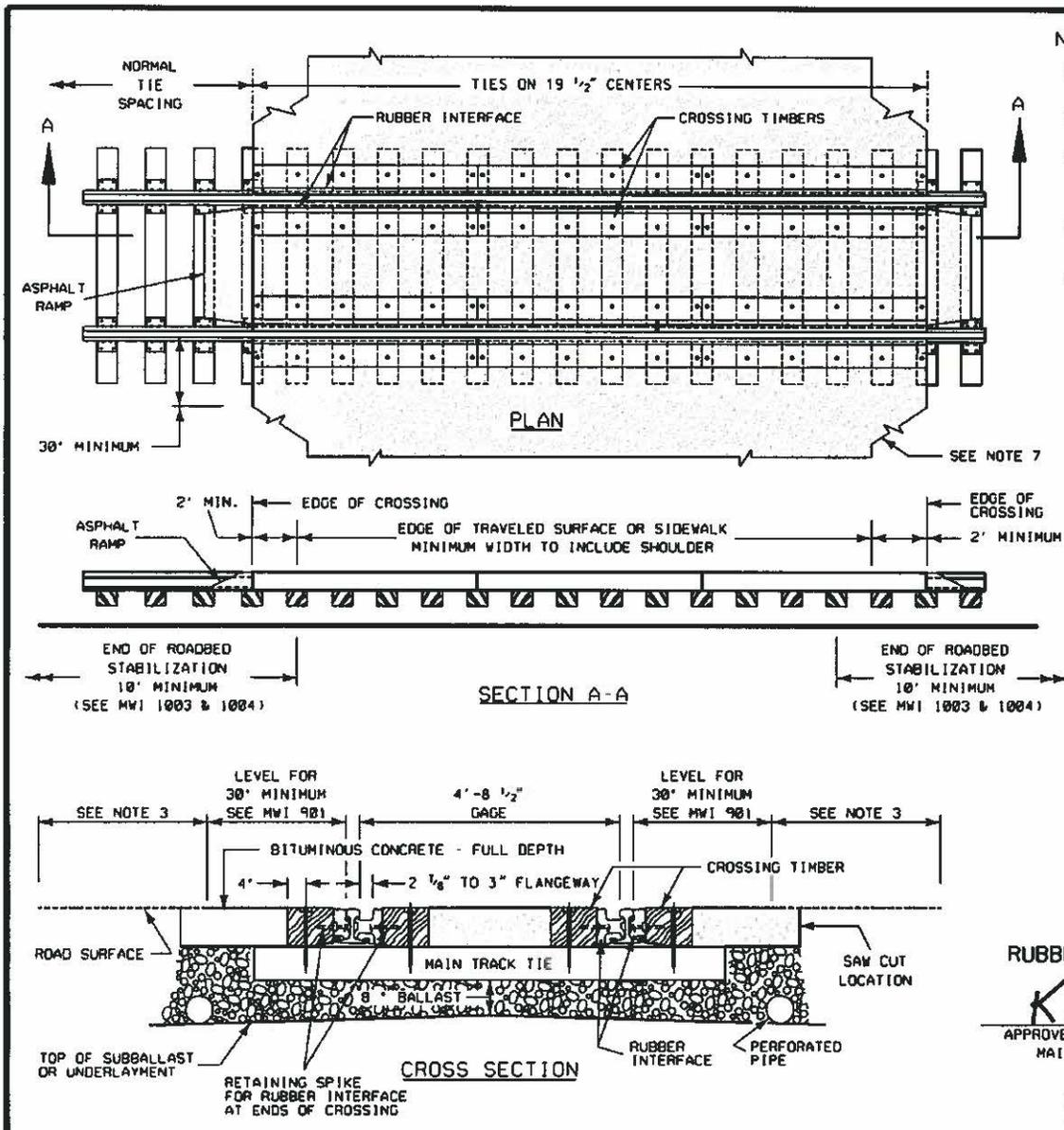
K.A. Darnell
APPROVED - CHIEF ENGINEER
MAINTENANCE OF WAY

James D. Bayley
APPROVED - VICE PRESIDENT
ENGINEERING

PREPARED BY:
J. E. BEYERL

ISSUED: MAY 27, 1997
REVISED: APRIL 11, 2007

Diagram: Light Duty Road Crossing--Bituminous Concrete with Rubber Panels (2521)



NOTES

2535
SHEET 1

- MWI 901 (LATEST REVISION) IS TO BE USED IN CONJUNCTION WITH THIS DRAWING.
- FOR NEW CONSTRUCTION, HIGHWAY SHOULD INTERSECT RAILROAD AT OR NEARLY RIGHT ANGLES.
- FOR NEW CONSTRUCTION, HIGHWAY SURFACE SHOULD NOT BE MORE THAN 3" HIGHER OR LOWER THAN TOP OF THE NEAR RAIL 30' FROM THE RAIL ALONG THE ROAD CENTERLINE, UNLESS TRACK SUPERELEVATION DICTATES OTHERWISE.
- USE STATE D.O.T. SPECIFICATIONS FOR BITUMINOUS CONCRETE AND ASPHALT SPRAY TACK COAT FOR THE STATE IN WHICH THE CROSSING IS LOCATED.
- CROSSINGS SHOULD BE CONTINUOUS BETWEEN ROADWAY OR SIDEWALK EDGES. IF NOT PRACTICABLE, ADEQUATE DRAINAGE MUST BE PROVIDED BETWEEN CROSSING AREAS TO ELIMINATE WATER POCKETS.
- SLOPE PAVING TO RETURN TO ORIGINAL PAVEMENT SURFACE. LENGTH OF TRANSITION WILL DEPEND ON LOCAL CONDITIONS. USE A RUNOFF OF 1 IN. PER 10 FT. WHERE PRACTICABLE.
- IF ROADBED STABILIZATION IS REQUIRED, EXTEND IT 10 FT. BEYOND EDGE OF CROSSING UNDER TRACK.
- DRILL CROSSING TIMBERS OVER EACH TIE FOR TIMBER SCREW 11/16" DIA. WITH 2 1/2" DIA. X 1" COUNTERSINK.
- PERFORATED PIPE TO BE SIZED AND LOCATED FOR SITE CONDITIONS. USE 6" MIN. DIA. PIPE AND LOCATE AT LEAST 12" BEYOND END OF TIE.

ORDERING INFORMATION		
ITEM NO.	RAIL WGT.	DESCRIPTION
014 5250140	115	CROSSING RUBBER INTERFACE, LIGHT DUTY. ORDER BY "TRACK FEET" IN 5 FT. INCREMENTS, EACH TRACK
014 5250145	132	FOOT INCLUDES 2 GAGE SIDE AND 2 FIELD SIDE SECTIONS, INTERFACE DELIVERED IN 5', 10' OR 15' SECTIONS.
014 5250147	136	
014 5250160	140	
014 5250170	141	
042 1150010	115 -122	CROSSING TIMBER 10" WIDE, 8'-1 1/2" LONG, 4 TIMBERS PER BUNDLE. ORDER BY "TRACK FEET".
042 1320010	132	
042 1360010	136 -141	
013 8230000	ALL	SCREW, TIMBER 5/8" X 12" WITH TORX SQUARE WASHER HEAD.



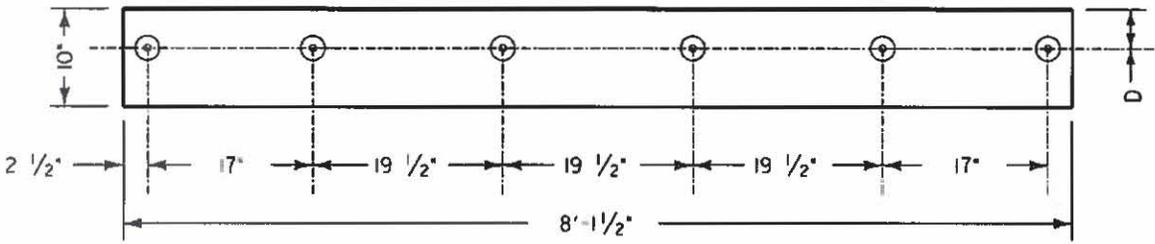
NORMAL DUTY ROAD CROSSING
RUBBER, ASPHALT AND TIMBER ON WOOD TIES

K.A. Donald
APPROVED - CHIEF ENGINEER
MAINTENANCE OF WAY

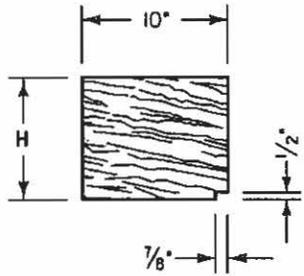
James D. Bayley
APPROVED - VICE PRESIDENT
ENGINEERING

PREPARED BY: J. E. BEYERL
ISSUED: MARCH 22, 2005
REVISED: APRIL 11, 2007

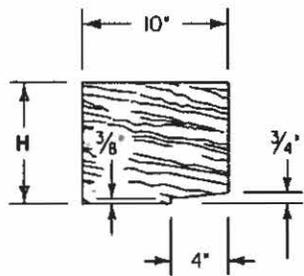
Diagram: Normal Road Crossing—Rubber, Asphalt, & Timber for Wood Ties (2535) [Sheet 1]



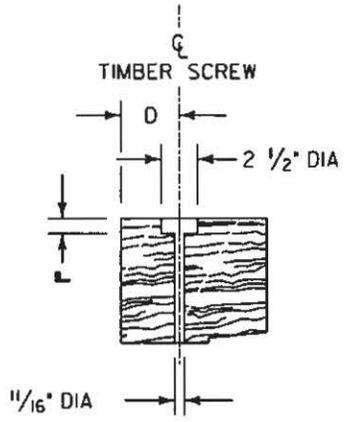
PLAN VIEW



END VIEW
GAGE SIDE TIMBER



END VIEW
FIELD SIDE TIMBER



TYPICAL SECTION AT
TIMBER SCREW LOCATION

NOTES

1. TIMBERS ARE NOT PREDRILLED UNLESS SPECIFIED IN THE REQUISITION.
2. TOLERANCES:
TIE PLATE CUT-OUT AND *H* - 1/8" +/-
OTHER - 1/4" +/-
3. MATERIAL:
OAK OR GUM
TREAT PER MW SPEC 99001
4. TIMBERS TO BE MARKED FOR RAIL SIZE

RAIL WGT.	H
115-122	7 1/2"
132	8"
136-141	8 3/8"

SIDE	D
GAGE	5"
FIELD	4"



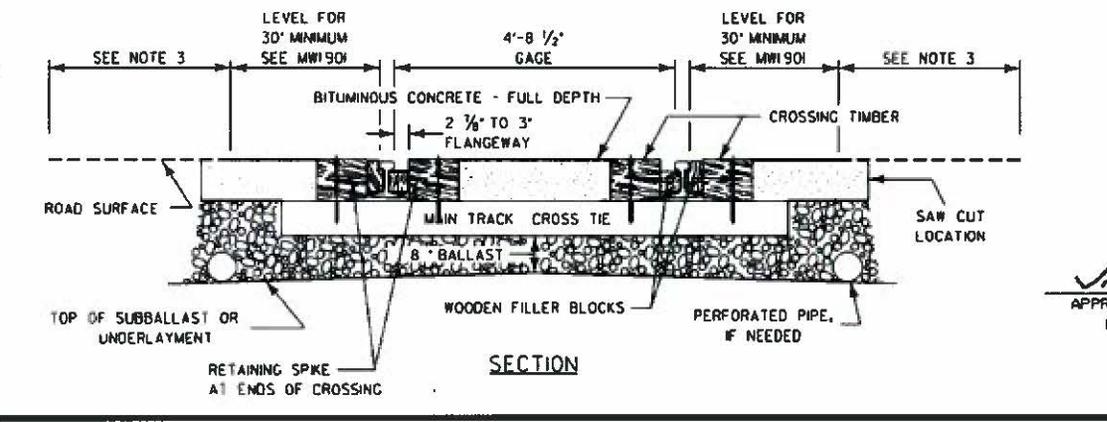
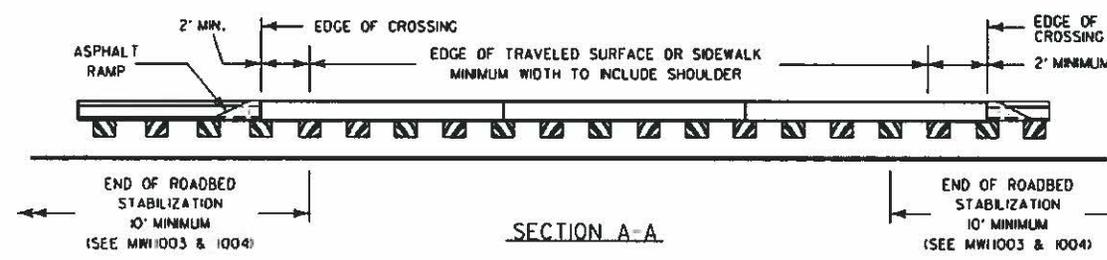
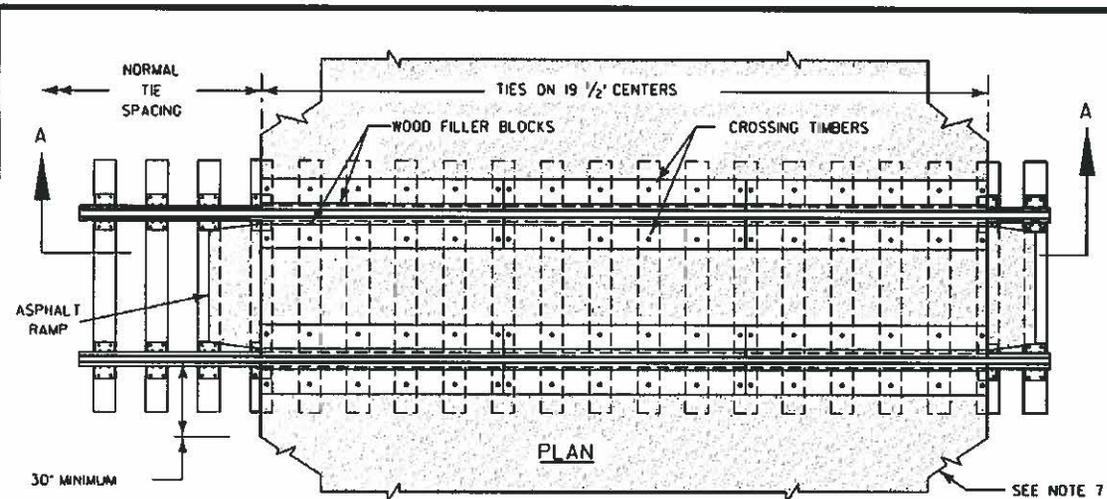
RUBBER, ASPHALT AND TIMBER CROSSING
CROSSING TIMBER DETAILS

K.A. Darnold
APPROVED - CHIEF ENGINEER
MAINTENANCE OF WAY

James D. Bayley
APPROVED - VICE PRESIDENT
ENGINEERING

PREPARED BY:
J. E. BEYERL

ISSUED: MARCH 22, 2005
REVISED: APRIL 11, 2007



NOTES

2536
SHEET 1

1. MW1901 (LATEST REVISION) IS TO BE USED IN CONJUNCTION WITH THIS DRAWING.
2. FOR NEW CONSTRUCTION, HIGHWAY SHOULD INTERSECT RAILROAD AT OR NEARLY RIGHT ANGLES.
3. FOR NEW CONSTRUCTION, HIGHWAY SURFACE SHOULD NOT BE MORE THAN 3" HIGHER OR LOWER THAN TOP OF THE NEAR RAIL 30' FROM THE RAIL ALONG THE ROAD CENTERLINE, UNLESS TRACK SUPERELEVATION DICTATES OTHERWISE.
4. USE STATE D.O.T. SPECIFICATIONS FOR BITUMINOUS CONCRETE AND ASPHALT SPRAY TACK COAT FOR THE STATE IN WHICH THE CROSSING IS LOCATED.
5. CROSSINGS SHOULD BE CONTINUOUS BETWEEN ROADWAY OR SIDEWALK EDGES. IF NOT PRACTICABLE, ADEQUATE DRAINAGE MUST BE PROVIDED BETWEEN CROSSING AREAS TO ELIMINATE WATER POCKETS.
6. SLOPE PAVING TO RETURN TO ORIGINAL PAVEMENT SURFACE. LENGTH OF TRANSITION WILL DEPEND ON LOCAL CONDITIONS. USE A RUNOFF OF 1% PER 10 FT. WHERE PRACTICABLE.
7. IF ROADBED STABILIZATION IS REQUIRED, EXTEND IT 10 FT. BEYOND EDGE OF CROSSING UNDER TRACK.
8. DRILL CROSSING TIMBERS OVER EACH TIE FOR TIMBER SCREW 1/16" DIA. WITH 2 1/2" DIA. x 1" COUNTERSINK.
9. PERFORATED PIPE TO BE SIZED AND LOCATED FOR SITE CONDITIONS. USE 6" MIN. DIA. PIPE AND LOCATE AT LEAST 12" BEYOND END OF TIE.

ORDERING INFORMATION		
ITEM NO.	RAIL WGT.	DESCRIPTION
042 306015	115	CROSSING TIMBER / WOOD FILLER. ORDER BY "TRACK FEET" IN APPROXIMATE 8 FT. INCREMENTS.
042 1320132	132	EACH "TRACK FOOT" INCLUDES 4 TIMBER SECTIONS AND 4 FILLER BLOCK PIECES. DELIVERED IN 8' - 1 1/2" LONG SECTIONS.
042 1360136	136	
042 1360140	140	
042 1360141	141	
013 8210080	ALL	SCREW, TIMBER 3/8" x 12" WITH TORX SQUARE WASHER HEAD.



NORMAL DUTY ROAD CROSSING
TIMBER AND ASPHALT ON WOOD TIES

J. Kappasoli
APPROVED - CHIEF ENGINEER
MAINTENANCE OF WAY

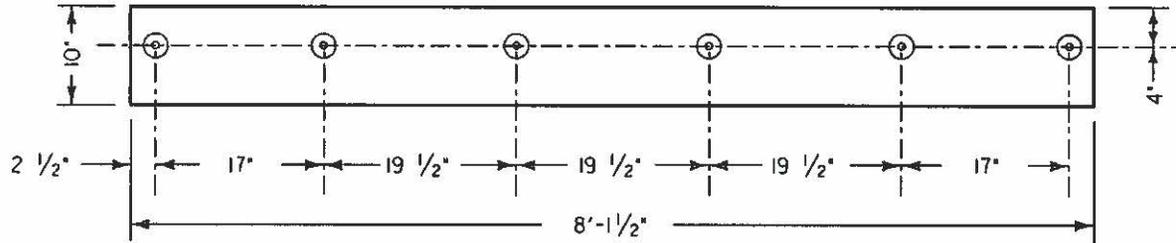
James D. Bayley
APPROVED - VICE PRESIDENT
ENGINEERING

PREPARED BY:
J. E. BEYERL

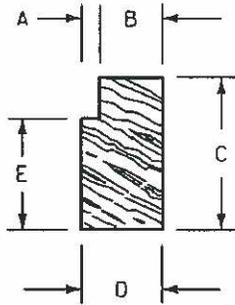
ISSUED: MARCH 22, 2005
REVISED: NOVEMBER 14, 2005

Diagram: Normal Road Crossing—Asphalt & Timber for Wood Ties (2536) [Sheet 1]

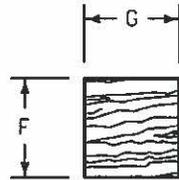
2536
SHEET 2



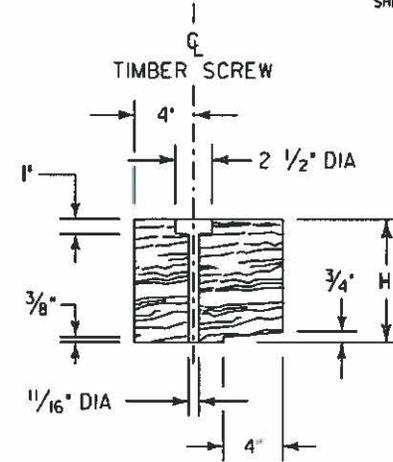
CROSSING TIMBER
PLAN VIEW



FIELD SIDE
FILLER BLOCK DETAIL



GAGE SIDE
FILLER BLOCK DETAIL



CROSSING TIMBER
SECTION AT SCREW LOCATION

NOTES

1. TIMBERS ARE NOT PREDRILLED UNLESS SPECIFIED IN THE REQUISITION.
2. GAGE AND FIELD TIMBERS ARE IDENTICAL.
3. TOLERANCES:
A, E, AND G : $1/16$ " +/-
ALL OTHERS : $1/8$ " +/-
4. CROSSING TIMBER TO BE OAK OR GUM.
TREATMENT PER MW SPEC 99001
LIKE CROSSTIES
5. FILLER BLOCKS TO BE SOUTHERN
YELLOW PINE GRADE 2 WITH
10 LB / CU FT TREATMENT
6. TIMBERS & FILLERS
TO BE MARKED
FOR RAIL SIZE

RAIL WGT	A	B	C	D	E	F	G	H
115 RE	$3/4$	$2 3/4$	$5 3/8$	$3 1/2$	$3 7/8$	$3 3/8$	4	$7 1/2$
122 CB	$3/4$	$2 3/4$	$5 5/8$	$3 1/2$	4	$3 5/8$	4	$7 1/2$
132 RE	$5/8$	$2 7/8$	6	$3 1/2$	$4 1/2$	$3 7/8$	$3 7/8$	8
136 RE	$5/8$	$2 7/8$	$6 1/4$	$3 1/2$	$4 1/2$	$3 7/8$	$3 7/8$	$8 3/8$
140 RE	$3/4$	$2 3/4$	$6 1/16$	$3 1/2$	$4 5/16$	$3 7/8$	4	$8 3/8$
141 RE	$11/16$	$2 13/16$	$6 3/8$	$3 1/2$	$4 1/2$	$3 7/8$	$3 7/8$	$8 3/8$

ALL DIMENSIONS ARE IN INCHES.



TIMBER AND ASPHALT CROSSING
CROSSING TIMBER AND FILLER BLOCK DETAILS

J. Kopyzok
APPROVED - CHIEF ENGINEER
MAINTENANCE OF WAY

James D. Bayley
APPROVED - VICE PRESIDENT
ENGINEERING

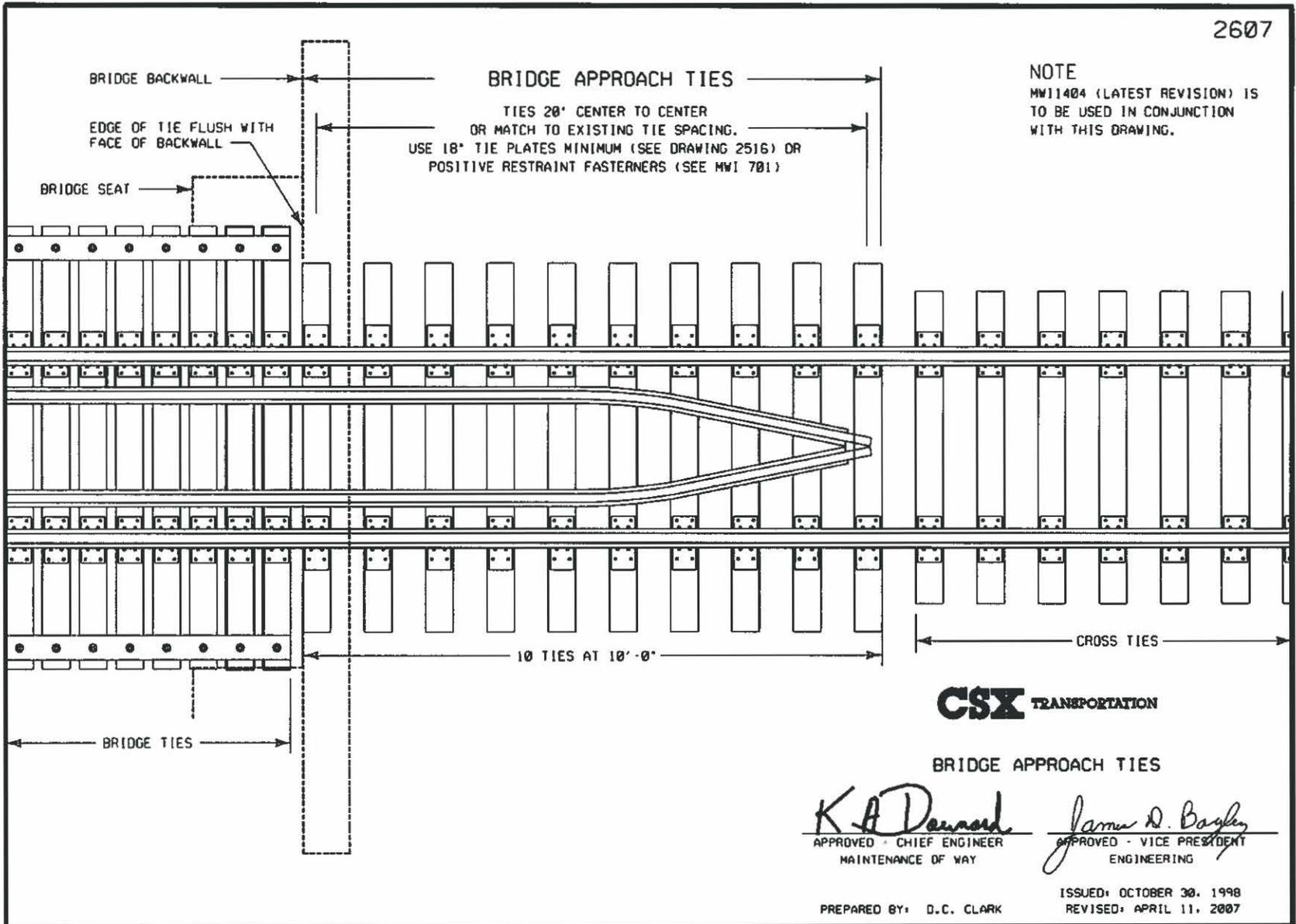
PREPARED BY:
J. E. BEYERL

ISSUED: MARCH 22, 2005
REVISED: NOVEMBER 14, 2005

2607

Diagram: Bridge Approach Ties (2607)

NOTE
MW11404 (LATEST REVISION) IS
TO BE USED IN CONJUNCTION
WITH THIS DRAWING.



Grading

A) GENERAL

Scope

These specifications cover clearing, grubbing, excavations (cuts), embankments (fills), drainage, subballast, erosion protection, and geotextiles associated with the construction of private tracks served by CSXT.

All work and materials shall conform to these specifications and to any supplemental specifications pertaining to the particular project. Where there is any conflict between specifications, those pertaining to the particular project shall govern.

All references to "the Contractor" shall refer to any Contractor or subcontractor working on the Industry's behalf during the construction of the sidetrack.

Prior to commencing work on CSXT's right-of-way, the proper written authority must be given to the industry and/or Contractor. The primary method of conveying authority is via the sidetrack agreement that must be executed between CSXT and the Industry. A right-of-entry for surveying and preliminary non-construction activities is available and information on obtaining this authority is detailed elsewhere in this document.

Permits and Right of Entry

The Contractor shall seek permission from and coordinate with any individual, governmental body, (including environmental agencies), utility, etc., upon whose property the Contractor must enter or perform work.

The Contractor will secure all permits, such as environmental, grading, cut and fill, waste disposal, and street opening which may be required by governmental agencies having jurisdiction.

Fiber Optic Cable

Underground Fiber Optic Cable installations (longitudinal occupations on Railroad right of way) may require relocation, lowering, and/or protective casing installation. If there are Fiber Optic Cable markers in the area of the proposed side track(s), contact CSXT's Director of Maintenance Services at (904) 633-4523 for the name and phone number of the involved cable company's representative.

The Fiber Optic Company must be contacted and any work needed to protect the cable must be performed by the Fiber Optic Company prior to commencement of any grading work that may effect the installation. As with all underground utilities, the industry is responsible for contacting the state's one-call/before you dig hotline and/or the utility company directly prior to work that penetrates the ground.

Line and Grade

All work shall conform to the alignment, grades, cross sections, and slopes shown by the plans approved by CSXT. The center of the roadbed will conform to the alignment (horizontal and vertical) indicated on the drawings. The grade line on the profile denotes the subgrade and the finished embankment or the bottom of the excavation ready to receive the subballast or geotextile.

The roadbed will be constructed to the dimensions shown on the current CSXT drawing titled "Standard Roadbed and Ballast Section pages 19 and 20.

B) CLEARING AND GRUBBING

Clearing

Clearing will consist of the cutting of all trees, stumps, brush, shrubs, and other vegetation at a level not more than 12 inches above ground and the disposal of all cut material and other fallen timber, fallen branches and other surface litter, rubbish, and debris.

Grubbing

Grubbing will consist of the removal and disposal of all stumps, roots, root mats, embedded logs, and all boulders and debris visible on the surface where clearing is to be done. Stumps will be grubbed where embankments are less than 5 feet in height; where the profile indicates excavation; in all areas designated for the construction of other facilities; and in borrow areas. In all other areas, the stumps may be cut off even with the ground.

Methods

In felling trees near tracks, structures, and wire lines, necessary precautions must be exercised in order to prevent damage to these facilities or the obstruction of tracks. This may require flagging protection when felling trees near tracks.

C) EXCAVATION

Methods

Slopes of all excavations shall be cut true and straight and all loose stones in the slopes shall be removed. Rock shall be removed below sub-grade and the area refilled with approved materials. The Contractor shall take whatever measures may be necessary to properly drain the excavations during and after construction to prevent water from flowing into, or standing in the excavations for any appreciable time, whether it be storm or ground water.

Rock excavation shall be removed to a depth of eighteen (18) inches below subgrade and refilled with suitable material. Where required, unsuitable material in the bottom of cuts will be removed and refilled to subgrade with acceptable material.

Disposal of Excess Excavation

Where the quantity of excavation exceeds that required to construct the embankments to a standard cross section, the surplus may be used to widen the embankments uniformly along one or both sides.

Waste Area

Waste areas for the disposal of excess or unsuitable material will be located and materials deposited to not endanger the roadway. Material shall not be wasted on CSXT property under any circumstances.

D) UNSUITABLE MATERIAL

Should unsuitable material be encountered, such as muck, highly plastic clays, or silty unstable material, it shall be removed. In cut sections, plastic material, as defined by the American Association of State Highway and Transportation Officials (AASHTO) - Soil Classification System as Group A-2-6, A-2-7, A-4, A-5, A-6, or A-7 shall be removed to a depth of at least 2 feet below subgrade from ditch line to ditch line. Additional depth may be required depending upon local conditions. Where organic muck, Group Classification A-8, is encountered in the fill section, it shall be removed within the limits of the toes of slope of the roadbed. Where fill exceeds 10 feet in height, width of the section to be excavated shall be three times the height of the fill. After removal, all unsuitable material shall be distributed along the lower portion of the embankments and dressed to give a uniform pleasing appearance or wasted.

E) EMBANKMENTS

Materials

Suitable excavated material shall be used in forming the embankments. The material to be used in embankments shall be free of frozen or organic materials such as leaves, roots, grass, weeds, and all other material not consistent with construction of a stable, homogeneous fill. Embankments will not be constructed on frozen ground.

Formation in Layers

Unless otherwise provided, embankments shall be constructed in successive layers no more than 6 inches thick, loose measurement. Where embankments are built by dumping from draglines, trucks, or other similar equipment, a bulldozer must be operated constantly to spread the material. These layers must be full width of embankment, each thoroughly compacted, built to the true slope, and not widened with loose material from the top. When embankments are being constructed principally of rock, the depth of each layer shall be carefully distributed throughout the embankment, and the voids shall be filled with fine material to secure the maximum density. The most suitable material shall be reserved for finishing the roadbed.

Large stones with any dimension greater than six inches shall not be permitted within two (2) feet of the design subgrade. As the embankment is consolidated, the slopes shall be carefully dressed to the desired section and maintained to their proper height, dimensions, and shape until the work is accepted. Where a new embankment is to be placed on sloping ground or on an existing roadbed embankment, the surface shall be deeply plowed and stepped. When transporting material with rubber-tired equipment, care shall be taken to see that the trailing units do not follow in the tracks of the preceding unit. At the end of each day's work the embankment shall be dressed to shed any water that might fall during the night.

Density

Suitable compaction equipment shall be continuously operated while embankments are being constructed. While work is progressing in separate areas, approved compaction equipment shall be operated continuously in each embankment area. **Compaction of the embankments shall be to density of 95 per cent of that obtained in a Modified Proctor Density Test, ASTM D-1557.** Material that does not contain adequate moisture to obtain specified density shall require the incorporation of additional water. Material containing an excess amount of moisture shall not be placed in an embankment until it has been allowed to dry to the design moisture content.

Shrinkage

The Contractor shall construct embankments to such heights above subgrade and to such increased widths as are necessary to provide for shrinkage, subsidence, and erosion. As the embankments become consolidated, their sides shall be trimmed to the proper dimensions and shapes until the completion and acceptance of the work.

Embankments Over/Around Structures

Wet or impervious materials will not be permitted for forming embankments about, against, or over structures. The materials shall be deposited in layers of not more than six (6) inches in thickness, carefully tamped, and sloped away from the structure. Fill over arches, boxes, and large pipes shall be deposited uniformly on both sides. Large stones shall not be placed within two (2) feet of the extrados of any arch, top, and sides of boxes, or outside of large pipes. Any damage to waterproofing shall be repaired.

F) DITCHES

Intercepting and berm ditches shall be provided at the top of the cut slopes and the toe of the embankment slopes to divert storm water that flows toward the roadbed. Roadbed ditches shall be provided as indicated with the outfall ends diverging sufficiently to prevent erosion of the adjoining embankments. All ditches shall be in accordance with CSXT Standard Roadbed and Ballast Section, page 19.

G) FINISHED SUBGRADE

The subgrade shall be compacted and finished to a true, level, sloped or crowned surface as called for by the drawings, and must leave no depression or irregularity which will hold water or prevent proper drainage. A tolerance of not more than one-tenth (0.10) foot above or below design subgrade will be permitted.

See CSXT Required Grading at Turnout, for typical subgrade section and grading requirements at turnout constructed in CSXT track.

H) SUBBALLAST

The finished track roadbed shall receive compacted sub-ballast as indicated on CSXT's Standard Roadbed Section Drawing unless otherwise indicated on project drawings.

The sub-ballast density shall be 95 percent based on the Modified Proctor Density Test ASTM 1557. If additional moisture is required to obtain adequate density, the Contractor shall use water along with approved mixing, shaping and compaction equipment. The subballast shall be finished to a tolerance of one-tenth (0.10) foot above or below design subgrade elevation. The Contractor shall not place sub-ballast on a wet or rutted roadbed.

I) GEOTEXTILES

The geotextile, when specified, shall be placed on the finished subgrade before the sub-ballast is placed and compacted. No equipment shall be allowed to operate directly on the bare geotextile. The

geotextile shall be placed symmetrically about the track centerline. At the end of each roll or piece of geotextile, there shall be a two-foot overlap of the material. Special care shall be taken by the Contractor in placing the geotextile on the finished subgrade to ensure that the geotextile is laid flat and free of wrinkles.

If the geotextile is damaged in any way, the Contractor shall place a patch of the same material over the damaged area. The patch shall have a two-foot overlap in every direction around the damaged area.

If it is necessary to overlap rolls or pieces of a geotextile along the longitudinal edge, eighteen (18) inches of overlap shall be used. No longitudinal overlaps shall occur between the toes of ballast of any track.

At all bridge abutments the geotextile shall be turned down two feet below the finished subgrade against the face of the abutment. As the embankment is replaced against the abutment and the geotextile, the Contractor shall take special care to ensure that the backfill is adequately compacted to the specified design density. The Contractor shall also use special care to avoid any damage to the geotextile.

Specifications for each particular application of geotextile and guidelines for their installation are found in CSXT's MWI 1003, latest edition, available upon written request.

J) PIPE CULVERTS

General

Trench excavation shall be true to the lines and grades shown on the drawings and carefully graded by hand whenever necessary to properly install the culverts. Rocks or other material, which might prove injurious to the culverts, shall be removed from the culvert bed.

Concrete Pipe

All reinforced concrete pipe shall be bell and spigot pipe with "O" ring gasket or tongue and groove with RAM-NEK type flexible gasket meeting the current ASTM designation C-76 or as specified. Concrete pipe under tracks shall be Class V.

Corrugated Metal Pipe

Corrugated metal pipe will be fully asphaltic coated (AASHTO M190, ASTM A849) or fully coated with other approved corrosive resistant material. Fiber bonded (ASTM A885) pipe will be provided where specified for placement in tidal waters, where acid mine drainage may be encountered or where other conditions warrant. Fully asphalt coated and paved or polymer precoated (AASHTO M245, ASTM A742) pipe is required in streambeds with moderate to severe bedloads of sand, gravel, and rock with velocities in excess of 5 feet per second.

A minimum of 24" long connecting bands shall be used to connect CMP. Gage of pipe to be used as follows:

Table 4: Corrugated Metal Pipe Specifications

Dia	Gage	Wall Thickness	Cover Limits	Minimum Band Size
12"	16	0.064"	2.5' to 50'	7"
15"	16		2.5' to 40'	7"
18"	14	0.079"	2.5' to 50'	12"
21"	14		2.5' to 45'	12"
24"	14		2.5' to 40'	12"
30"	12	0.109"	2.5' to 55'	12"
36"	12		2.5' to 40'	24"
42"	12		2.5' to 50'	24"
48"	12		2.5' to 45'	24"
54"	10	0.138"	2.5' to 45'	24"
60"	10		2.5' to 45'	24"
66"	10		2.5' to 45'	24"
72"	8	0.168"	2.5' to 50'	24"
78"	8		2.5' to 45'	24"
84"	8		2.5' to 40'	24"

Note: 12" to 30" CMP shall not be used under CSXT owned track.

Table 5: Elliptical Metal Pipe Specifications

Span & Rise	Gage	Thickness	*Cover Limits
18" x 11"	14	0.079"	2.5' to 50'
22" x 13"	14		2.5' to 45'
25" x 16"	14		2.5' to 40'
29" x 18"	12	0.109"	2.5' to 55'
36" x 22"	12		2.5' to 45'
43" x 27"	12		2.5' to 40'
50" x 31"	10	0.138"	2.5' to 60'
58" x 36"	10		2.5' to 55'
65" x 40"	10		2.5' to 50'
72" x 44"	8	0.168"	2.5' to 60'
79" x 49"	8		2.5' to 55'
85" x 54"	8		2.5' to 50'

***Note: Cover limits measured from bottom of tie.**

Other Material

HDPE, PVC, or ABS "plastic" pipe may be used only with CSXT approval for specific application.

Bedding & Placement

Local selected material may be used as backfill and it shall be free from large rocks, lumps, and debris. No frozen fill, sod, cinders, or material containing a high percentage of organic material shall be allowed. Material under the haunches and around the culvert shall be placed in layers not exceeding 6 inches. The layers are to be alternately placed to keep the same elevation on both sides of the culvert at all times. Compaction under the haunches shall be accomplished by utilizing a pole or 2" x 4" timber in

the small areas. Hand tampers shall weigh not less than 20 pounds and have a tamping face not larger than 6" x 6". Mechanical tampers and rollers shall be used in bringing the backfill up to at least 3 feet above the culvert. They shall not strike the culverts while tamping. Smooth rollers will not be allowed in compacting fills around or over culverts.

K) EROSION PROTECTION

Note: These are minimum CSXT guidelines and governmental agencies' requirements may vary and/or be more stringent.

Seeding

Unless otherwise provided, all roadbed slopes shall be prepared, fertilized, seeded, and mulched to produce a stand of erosion protection grass of an annual variety.

Rip-rap

Description: This work consists of the installation of the required material for a protective covering of stream channel slopes at culvert inlets and outlets and embankment slopes.

Material: Rip-rap will consist of dense, sound, durable, angular shaped stone, ranging in size from 1/4 cubic foot in volume to sixteen cubic feet in volume, except that stones of smaller size, not exceeding 15 percent of the total volume, may be used for filling the voids. Rip-rap will be free from overburden, spoil, shale, and organic matter.

Installation: Rip-rap will be placed in rechanneled areas and in all areas where the fill is in contact with streams. Rip-rap shall be placed a minimum of three feet thick on side slopes measured perpendicular to the slope in accordance with Project Plans. Rip-rap will be placed concurrently with embankments and channel relocation.

Temporary Silt Fence

Description: The work covered by this section consists of furnishing, installing, maintaining, and removing a water permeable filter type fence to remove suspended particles from the drainage water.

Materials: All materials shall comply with applicable specifications of the local State Department of Transportation.

Installation: The Contractor shall install temporary silt fence as shown on the plans. Posts will be spaced 6-10 feet apart depending on the amount of flow expected. Posts will be installed a minimum of 2 feet in the ground. Filter fabric will be attached to the wire fence or post by wire, cord, or staples. The filter fabric will be installed in such a manner that 4 to 6 inches of fabric is left at the bottom to be buried and a minimum overlap of 18 inches is provided at all splices.

Maintenance and Removal: The Contractor shall maintain the silt fence until the project is accepted or until the fence is removed. Contractor shall remove and dispose of silt accumulations along the fence when the capacity of the fence is diminished. Filter fabric shall be replaced when it has deteriorated to such extent that it is no longer effective. Upon removal of the silt fence, the Contractor shall dress the area to give a pleasing appearance, and shall seed and mulch the area in accordance with Section "Seeding".

L) TEMPORARY CROSSINGS

When a temporary crossing is necessary to transport material across the track or tracks, the location and construction of the crossing must be approved by CSXT. Temporary crossings installed over tracks that are owned by CSXT shall be installed and removed by CSXT forces only after a separate private crossing agreement is in place. Temporary crossings over tracks not owned by CSXT shall be installed and removed by the Contractor. The cost of all crossings whether by CSXT or the Contractor shall be the responsibility of the Contractor.

M) PROTECTION

Watchmen and flagmen shall be provided, at the expense of the Contractor, by CSXT when CSXT considers it necessary for the safety of trains and highway traffic or for any other operations.

N) SAFETY OF AND DELAY TO TRAINS

All work performed by the industry shall be so arranged that there will be no delay or interference in any manner with the operation of trains. The work shall not cause any interference with signal wires, cables, fiber optic, telephone, or other wire lines.

Whenever the work is likely to affect the movement or safety of trains, the method for doing such work must be submitted for approval, without which it must not be commenced or prosecuted.

Blasting adjacent to CSXT's operating tracks is not permitted.

O) ACCESS

Suitable access roads as necessary shall be provided at the expense of the Contractor to provide ingress and egress to the site of the work. The Contractor shall also provide and/or maintain any public or private roads he may use in the process of the work.

Materials

A) GENERAL

Track, roadbed, and structures shall be constructed to the line and grade as shown on the approved final plans. Inspection and approval of the completed track shall be made by qualified CSXT Engineering personnel and shall not be placed in service without such approval. Inspection shall include grading, drainage, structures, clearances, track, and related appurtenances to assure satisfactory compliance with approved final plan and CSXT Standards for construction and safety.

B) SCOPE

These specifications shall apply to that portion of the sidetrack owned and maintained by the industry (typically beyond the derail) whether constructed by the industry or the industry's Contractor.

C) SUBBALLAST

SUBBALLAST: Subballast shall be composed of crusher run granite or limestone and shall meet the requirements as set out in Chapter 1 (Roadway and Ballast) Part 2 (Ballast), Section 2.11 (Sub-Ballast Specifications) of the current AREMA Manual. Sub-Ballast material shall conform to the grading requirements as shown in Table 6.

Description: Any material of a superior character spread on the finished sub-grade of the roadbed and below the top of ballast to provide better drainage and bearing characteristics than afforded by the sub-grade material.

Table 6: Subballast Gradation Requirements

SCREEN SIZE	PERCENT BY WEIGHT PASSING	
	Graded Aggregate.	Crusher Run
1 1/2"	100%	100%
3/4"	60-100%	
No.10	30-55%	15-45%
No.60	8-35%	
No.200	5-20%	5-12%

D) **BALLAST**

Material shall be limestone, dolomite, or granite material free of loams, dust, or other foreign particles. Material shall be designated as AREMA #4A or #5, in accordance with gradation chart shown below.

The size of ballast to be used shall be AREMA #4A in main tracks, lead tracks, and sidings. AREMA #4A ballast will also be used between the top of the subgrade and the bottom of crossties in industrial tracks, spurs, and yard tracks. AREMA #5 will be used to fill the cribs and shoulders in industrial tracks, spurs, and yard tracks (see drawing 2602 on page 20). Ballast shall conform to the grading requirements as shown in Table 7.

Table 7: Track Ballast Gradation Requirements

Screen Size	PERCENT BY WEIGHT PASSING	
	MAINTRACK	WALKWAY
	<u>AREMA 4A</u>	<u>AREMA 5</u>
2 ½"	100%	
2	90-100%	
1 ½"	60-90%	100%
1"	10-35%	90-100%
¾"	0-10%	40-75%
½"		15-35%
3/8"	0-2%	0-15%
No.4		0-5%

E) **TIES**

Crossties

All crossties will be treated per A.W.P.A. Manual C-6 to a net retention of 7 lb./cu.ft. for oak and 8 1/2 lb./cu.ft for mixed hardwoods, and will conform to AREMA Manual, Chapter 3. All ties shall be free from any defects that might impair their strength or durability as crossties, such as decay, large splits, large shakes, slanting grain or large numerous holes or knots.

For applications below mid-Alabama and mid-Georgia, the industry should consider double borate treated ties to decrease decay experienced in these areas.

Mainline crossties shall be size 5 (7"x 9"x 8'6" long, minimum 8" face), or size 4 (7"x 8"x 8'6" long, minimum 7 1/2" face). Sidetrack crossties shall be size 3 (6"x 8"x 8'6" long, minimum 7" face).

Switch Ties

Switch ties shall be pressure treated as specified above. The switch ties shall be of 7"x 9" cross-section and shall vary in length as per the specified turnout design.

Types of Wood

The following is a list of the species of wood acceptable for ties.

Ash	Elm	Locust	Sassafras
Beech	Gum	Maple	Walnut
Birch	Hackberry	Mulberry	
Cherry	Hickory	Oak*	

*NOTE: White Oak is not acceptable south of Tennessee and North Carolina

Alternative Ties

The use of steel, concrete, and composite crossties for industry owned tracks and turnouts are permitted. The use of steel, concrete, and composite ties in industrial tracks should be noted on the plans, along with the manufacturer of the product. The industry shall consult with and follow the manufacturer's guidelines for installation and maintenance of steel and concrete crossties.

F) TIE PLATES

Tie plates with an 8-hole punch compatible with the approved rail section shall be used on all ties, except in turnouts and track crossings where special plates are required. For all jointed and welded rail sections, double shoulder tie plates with 1:40 cant shall be used.

G) RAIL

Rail shall be new or second-hand, with minimum section of 100 pounds per yard and be appropriate for the operational requirements; however, it is advised for the industry to investigate the economics of using a heavier rail section for reduced maintenance and life cycle costs. Full length rail shall be used except in cutting closures and installing turnouts or crossings. No rail shorter than thirty three (33) feet long on curves and nineteen feet six inches (19'-6") on tangents shall be used except in turnouts and track crossings. All rail used in the sidetrack shall be control cooled rail: **non-control cooled rail shall not be used.** *CSXT specifies "RE" section rail exclusively when constructing or maintaining CSXT owned tracks.* When CSXT is to construct the turnout or any portion of a private track, "RE" rail will be used. If an industry or the industry's Contractor wishes to use another section, such as "CB", the industry or Contractor must:

- Obtain approval of CSXT for the specified section.
- Provide derail, tie plates, joint bars, and other track material designed for that section.
- Provide, at industry expense, compromise joints for joining specified section with "RE" rail section installed in turnout constructed by CSXT

Frequently an industry served by CSXT will request assistance in effecting "emergency" repair to the sidetrack serving their facility. If the private track contains rail with a section other than "RE", CSXT maintenance forces will not have the proper material to assist with such repairs. The industry must be prepared to provide material to CSXT forces if emergency repairs are needed.

Splices

Joint bars designed for the specified rail section shall be installed and fully bolted. Six-hole joint bars shall be used with all rail sections. Unless the track is to be welded, all six holes of the bar must be

bolted. Four-hole joint bars may be used only if approved by CSXT's Chief Engineer Design, Construction, and Capacity.

Insulated and Compromise Joints

All insulated joints shall be of the types and sizes specified and shall be in accordance with CSXT Standards. Abrasion plates must be used under insulated joints where required (supported joint). The entire surface of the rail covered by the insulated joints must be thoroughly cleaned of rust, scale, and dirt. Insulated joints must be suspended between sound smooth ties, well tamped, and well drained. Compromise joints shall not be used on curves, bridges, or in that portion of turnouts laid on switch ties. Compromise welds may be used in place of compromise joints.

Compromise joints connecting private track containing rail of any section other than "RE" shall be provided by the industry or the industry's Contractor.

Track Bolts

SAE Grade 8 button head oval neck bolts shall be used for all track joints.

Washers

Spring washers of the appropriate size and conforming to AREMA recommendations found in Chapter 4 (Rail) shall be used on each bolt.

Spikes

High-carbon steel track spikes shall be used and conform to AREMA recommendations found in Chapter 5 (Track), Part 2 (Track Spikes). Track spikes shall be 5/8" square by 6" long, unless otherwise approved by CSXT.

Anchors

Rail anchors shall be drive on or spring type, of approved design, conforming to AREMA recommendation found in Chapter 5 (Track), Part 7 (Rail Anchors). New or approved reclaimed rail anchors shall be used. Where used with relay rail, the anchors must be sized to fit the rail base.

H) TURNOUTS

This section deals with turnouts constructed by industry or industry's Contractor diverging from track owned and maintained by the industry. All turnout material shall be of no lighter rail section than the rail section from which it diverges (100# minimum) and shall be subject to the inspection and approval of CSXT. The minimum size of frog used in a turnout diverging from a sidetrack, shall not be less than a number 8. The type of switch and frog for each turnout to be constructed in CSXT owned track shall be in accordance with CSXT Standard Drawings. AREMA standard turnouts, of not less than number 8 frog size, may be used in industry owned tracks. As with rail, industry must provide material for AREMA standard turnouts when CSXT forces are needed to affect emergency repairs. Material for turnouts diverging from track owned and maintained by CSXT will be supplied by CSXT.

Switch Stands

Switch stands for turnouts and derails on Industry owned portion of track shall be Low New Century Model 51-A or approved equal. Switch stands located in industry tracks shall be equipped with an ergonomic switch handle (**bow handle**), target, mast, latches, and connecting rods adjusted for proper throw (note bow handle switch handles shall be not located in turnouts in the mainline or passing sidings. Switch targets will be used on all hand-operated switches and switch stand operated derails. The targets for industrial turnouts shall be green/yellow (with green directed toward straight move) and derails shall be green/red (with green directed toward a non-derailing movement). Switch stand cranks must be single use and made of forged steel; double use malleable iron cranks are prohibited. Switch stands and latches shall be secured to switch ties according to manufacturer's recommendations.

Point Guards

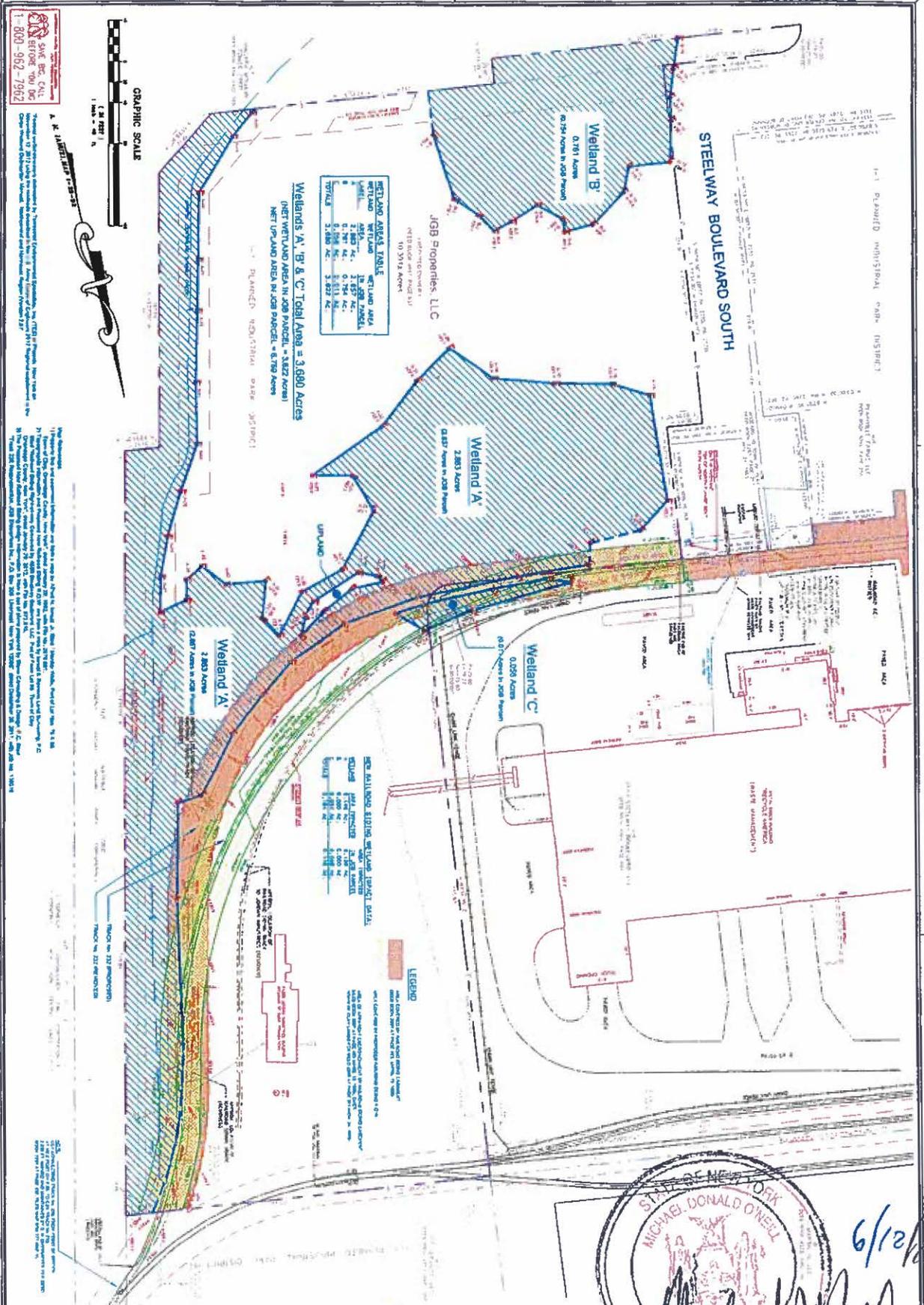
All industry owned turnouts shall include switch point guards (not protectors) installed as recommended by their manufacturer. Switch point guards will not be installed on mainline turnouts. A switch point guard is a special piece of trackwork that is raised above the head of the rail and is installed adjacent to a switch point; it is not a block of manganese bolted to the rail ahead of a switch point.

H) DERAILS

Derails shall be compatible with rail section used and shall be subject to the inspection and approval of CSXT. Stands for derails shall be similar to the switch stands (see above). The sliding or hinged derail shall be painted yellow. Industry shall install and maintain, at its expense, the mechanical portion of the derail including the points and switch stand of switch point derails.

I) BUMPING POSTS OR WHEEL STOPS

Material shall be of a type approved by CSXT and shall be installed at the end of tracks, where applicable. Bumping posts and wheel stops shall be painted yellow.



1-800-952-7967
SINCE DEC. 2005
BEFORE 700 DCS

GRAPHIC SCALE
1" = 100'
1" = 200'

WETLAND AREAS TABLE

WETLAND AREA	WETLAND AREA	WETLAND AREA
WETLAND A	2,883 ACRES	2,883 ACRES
WETLAND B	0,791 ACRES	0,791 ACRES
WETLAND C	0,258 ACRES	0,258 ACRES
TOTAL	3,932 ACRES	3,932 ACRES

Wetlands A, B & C Total Area = 3,932 Acres
NET WETLAND AREA IN JOB PARCEL = 3,822 ACRES
NET UPLAND AREA IN JOB PARCEL = 1,178 ACRES

JGB Properties, LLC
10,000 ACRES

STEELWAY BOULEVARD SOUTH

NET WETLANDS SURVEY DATA

WETLAND AREA	NET WETLANDS SURVEY DATA	NET WETLANDS SURVEY DATA
WETLAND A	2,883 ACRES	2,883 ACRES
WETLAND B	0,791 ACRES	0,791 ACRES
WETLAND C	0,258 ACRES	0,258 ACRES

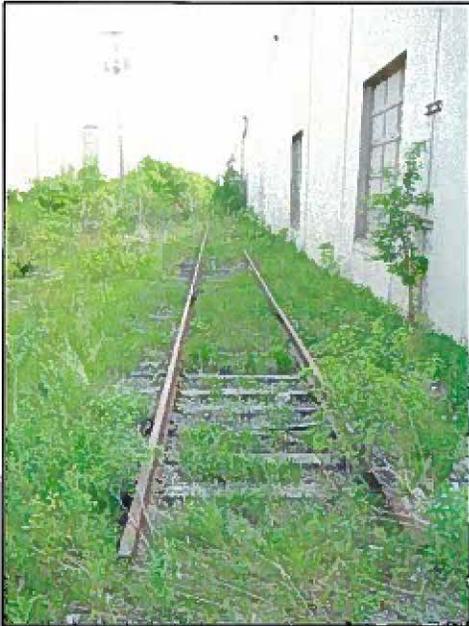
LEGEND



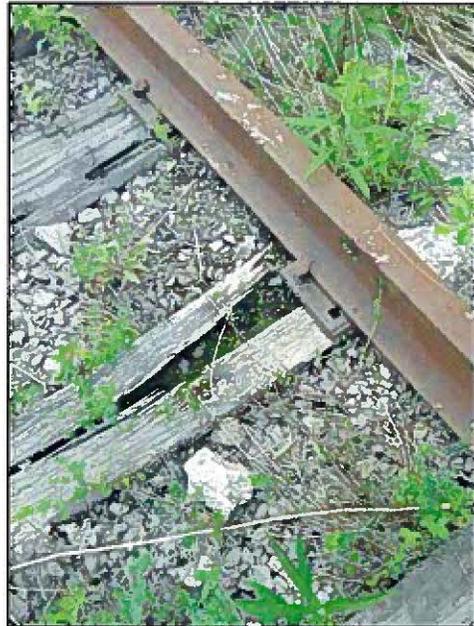
6/12/13

<p>Map of Site Survey WETLANDS & EASEMENTS JGB PROPERTIES, LLC PARCEL</p>		<p>TOWN OF CLAY STATE OF NEW YORK SCALE: 1" = 100' MILITARY LOT 89 COUNTY OF ORONDAGA DATE: MAY 2013 JOB NO. 12-085 DISK CD</p>	<p>AMERICAN GROUP I.P.C. CIVIL ENGINEERING P.O. BOX 274 SEANATELES, NY 12153 PHONE: (518) 885-1234 WWW.AGIPROF.COM</p>
<p>DATE: 6/12/13</p>	<p>NO. 12-085</p>	<p>DISK CD</p>	<p>DATE</p>
<p>AMERICAN GROUP I.P.C. CIVIL ENGINEERING P.O. BOX 274 SEANATELES, NY 12153 PHONE: (518) 885-1234 WWW.AGIPROF.COM</p>		<p>DISK CD</p>	<p>DATE</p>

WOODARD INDUSTRIAL DISTRICT TRACK CONDITIONS



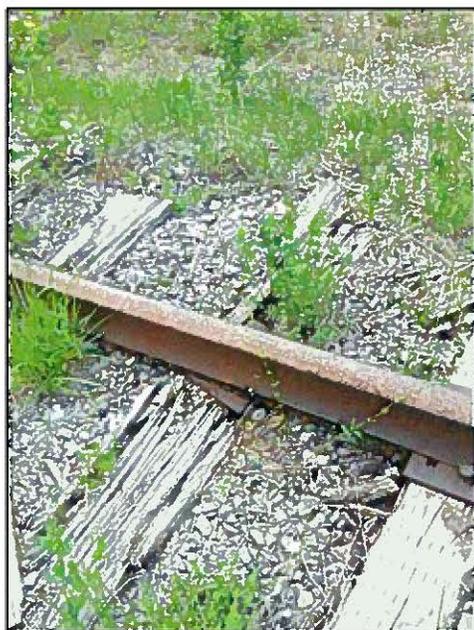
End of Track 766 looking east



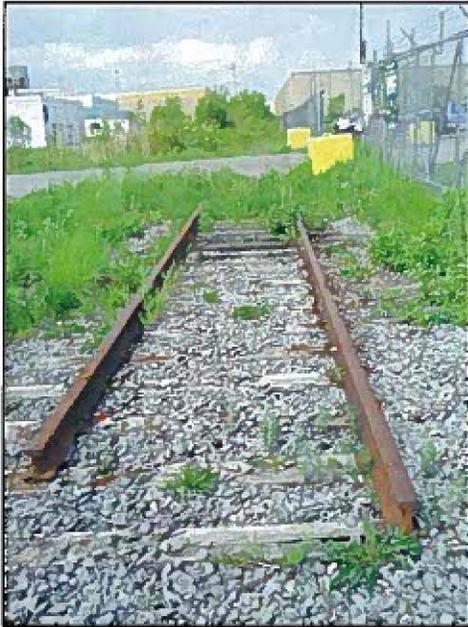
Typical tie condition on track 766



End of Track 764 looking east



Typical tie condition on track 764



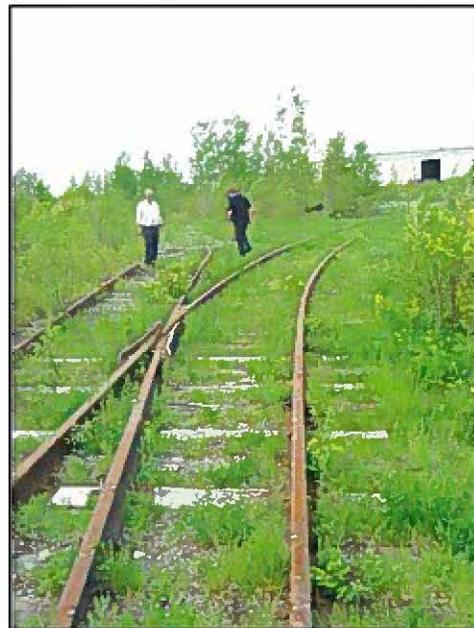
Remaining track 232 looking west at private crossing showing brush, close clearances and paved over crossing.



Easement of Track 232 looking south towards 19 degree curve.



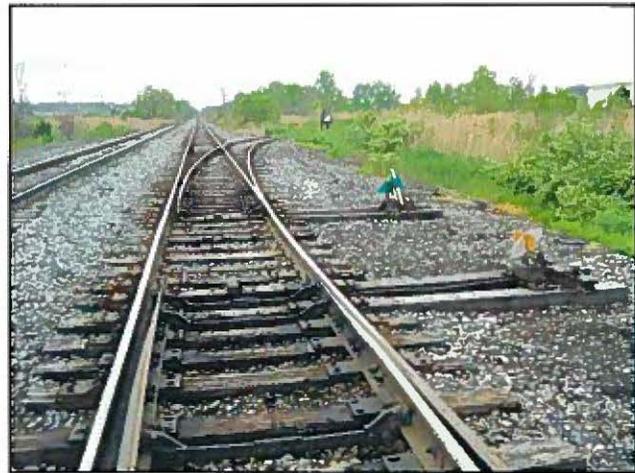
Wetlands separating mainline from Industrial facility and Track 232.



Track 232 to the left and 230 to the right



*Switch points spiked – lined for
Track 230*



View from mainline looking at Track 230 at right