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August 5, 2014

236403

Ms. Cynthia T. Brown  
Chief of the Section of Administration, Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423-0001

ENTERED  
Office of Proceedings  
August 5, 2014  
Part of  
Public Record

Re: Finance Docket No. 35849, *CSX Transportation, Inc.—Corporate Family  
Merger Exemption—Lakefront Dock and Railroad Terminal*

Dear Ms. Brown:

Enclosed are the original and 10 copies of the Notice of Exemption, a diskette containing a WORD and pdf version of the Notice, and a check in the amount of \$1,800 is to cover the filing fee.

Please time and date stamp the extra copy of the filing and return it in the enclosed envelop. Thank you for your assistance. If you have any questions, please contact me.

Sincerely yours,



Melanie B. Yasbin  
Attorney for CSX Transportation, Inc.

Enclosures

FILED  
August 5, 2014  
SURFACE  
TRANSPORTATION BOARD

FEE RECEIVED  
August 5, 2014  
SURFACE  
TRANSPORTATION BOARD

BEFORE THE  
SURFACE TRANSPORTATION BOARD

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Docket No. FD 35849

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CSX TRANSPORTATION, INC.  
—CORPORATE FAMILY MERGER EXEMPTION—  
LAKEFRONT DOCK AND RAILROAD TERMINAL COMPANY

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VERIFIED NOTICE OF EXEMPTION

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Steven Armbrust, Esq.  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, FL 32202  
(904) 359-1229

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(410) 296-2250  
Lou\_Gitomer@verizon.net

Attorneys for: CSX TRANSPORTATION,  
INC.

Dated: August 5, 2014

BEFORE THE  
SURFACE TRANSPORTATION BOARD

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Docket No. FD 35849

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CSX TRANSPORTATION, INC.  
—CORPORATE FAMILY MERGER EXEMPTION—  
LAKEFRONT DOCK AND RAILROAD TERMINAL COMPANY

---

VERIFIED NOTICE OF EXEMPTION

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CSX Transportation, Inc. (“CSXT”) and the Lakefront Dock and Railroad Terminal Company (“LDRT”) pursuant to 49 C.F.R. §§1180.2(d)(3) and 1180.4(g), file this Verified Notice of Exemption from the prior approval requirements of 49 U.S.C. §11323 with the Surface Transportation Board (the “Board”). This Verified Notice of Exemption is being filed to permit LDRT to merge into CSXT. CSXT is a Class I railroad. LDRT is a wholly owned subsidiary of CSXT.

a. **1180.6(a)(1)(i).** A brief summary of the proposed transaction, the name of applicants, their business address, telephone number, and the name of the counsel to whom questions regarding the transaction can be addressed.

CSXT directly controls and operates LDRT. CSXT and LDRT are both located at 500 Water Street, Jacksonville, FL 32202, (904) 359-3100.

This is a transaction within a corporate family. LDRT will be merged into CSXT. Two corporations will be reduced to one. This transaction will not result in adverse changes in service levels, significant operational changes, or a change in the competitive balance with carriers outside the corporate family. The transaction will reduce corporate overhead and duplication by

eliminating one corporation while retaining the same assets to serve customers. In addition, CSXT will obtain certain savings as a result of the transaction.

Counsel to whom questions concerning the transaction can be addressed are: Steven C. Armbrust, Esq., CSX Transportation, Inc., 500 Water Street, Jacksonville, FL 32202, (904) 359-1229, and Louis E. Gitomer, Esq., Law Offices of Louis E. Gitomer, 600 Baltimore Avenue, Suite 301, Towson, MD 21204, (410) 296-2250, Lou@lgraillaw.com.

b. **1180.6(a)(1)(ii).** The proposed time schedule for consummation of the proposed transaction.

CSXT intends to merge LDRT into itself on or after September 5, 2014.

c. **1180.6(a)(1)(iii).** The purpose sought to be accomplished by the proposed transaction, e.g., operating economies, eliminating excess facilities, improving service, or improving the financial viability of the applicants.

The merger of LDRT into CSXT is intended to simplify the corporate structure and reduce overhead costs.

d. **1180.6(a)(5).** A list of the State(s) in which any part of the property of each applicant carrier is situated.

CSXT owns and operates about 21,000 miles of railroad in the States of Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Massachusetts, Maryland, Michigan, Mississippi, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, and West Virginia, the District of Columbia, and the Provinces of Ontario and Québec. LDRT consists of 2.6 miles of running track and 40+ miles of yard track in Lucas County, OH.

e. **1180.6(a)(6). Map (Exhibit 1).** Submit a general or key map indicating clearly, in separate colors or otherwise, the line(s) of applicant carriers in their true relations to each other, short line connections, other rail lines in the territory, and the principal geographic points in the region traversed. If a geographically limited transaction is proposed, a map detailing the

transaction should also be included. In addition to the map accompanying each application, 20 unbound copies of the map shall be filed with the Board.

See Exhibit 1.

f. **1180.6(a)(7)(ii). Agreement (Exhibit 2).** Submit a copy of any contract or other written instrument entered into, or proposed to be entered into, pertaining to the proposed transaction.

The documents necessary to effectuate the merger of LDRT into CSXT are in Exhibit 2.

g. **Labor Protection.**

Under 49 U.S.C. § 11326(a), the level of labor protection to be imposed is *New York Dock Ry.—Control—Brooklyn Eastern Dist.*, 360 I.C.C. 60 (1979).

h. **Environmental and Historical documentation.**

CSXT operates LDRT. There will be no operational or traffic volume changes over CSXT or LDRT as a result of the proposed merger. No operational changes from the proposed merger will exceed any of the thresholds established in 49 C.F.R. §1105.7(e)(4) or (5). This transaction does not meet the thresholds for the preparation of an Environmental Assessment under 49 C.F.R. §1105.6(b)(4) and qualifies for classification under 49 C.F.R. §1105.6(c)(2) and thus neither an Environmental Assessment nor a Historic Report is required to be filed.

Respectfully submitted,



Steven Armbrust, Esq.  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, FL 32202

(904) 359-1229

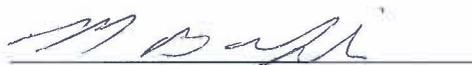
Louis E. Gitomer, Esq.  
Melanie B. Yasbin, Esq.  
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600 Baltimore Avenue, Suite 301  
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(410) 296-2250  
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Attorneys for: CSX TRANSPORTATION,  
INC.

Dated: August 5, 2014

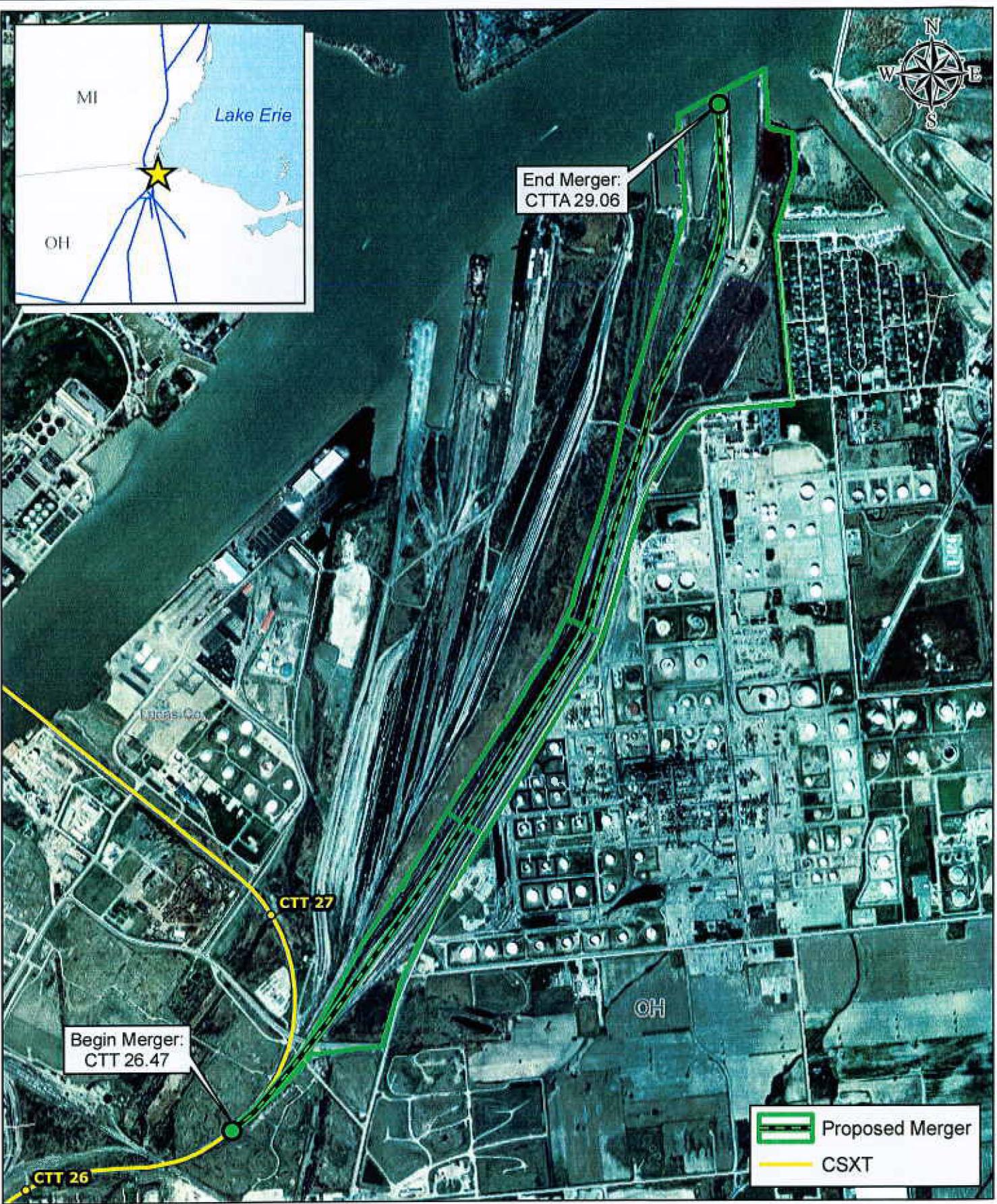
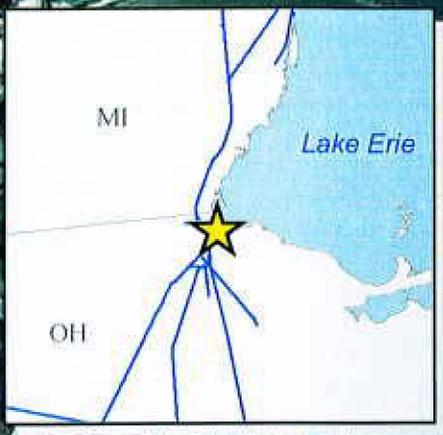
CERTIFICATE OF SERVICE

I hereby certify that I have caused the Verified Notice of Exemption in Docket No. FD 35849, *CSX Transportation, Inc.—Corporate Family Merger Exemption—Lakefront Dock and Railroad Terminal Company*, to be served by first class mail, postage pre-paid on the Secretary of the United States Department of Transportation, the Attorney General of the United States, the Federal Trade Commission and the Governors, Public Service Commissions, and Departments of Transportation of the State of Ohio.



Melanie Yasbin  
August 5, 2014

**EXHIBIT 1-MAPS**



	Proposed Merger
	CSXT

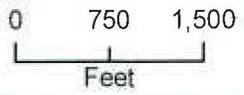
Map Requests: [gis@csx.com](mailto:gis@csx.com)

### Proposed Merger of Lakefront Dock and Railroad Terminal Company and CSX Transportation, Inc.

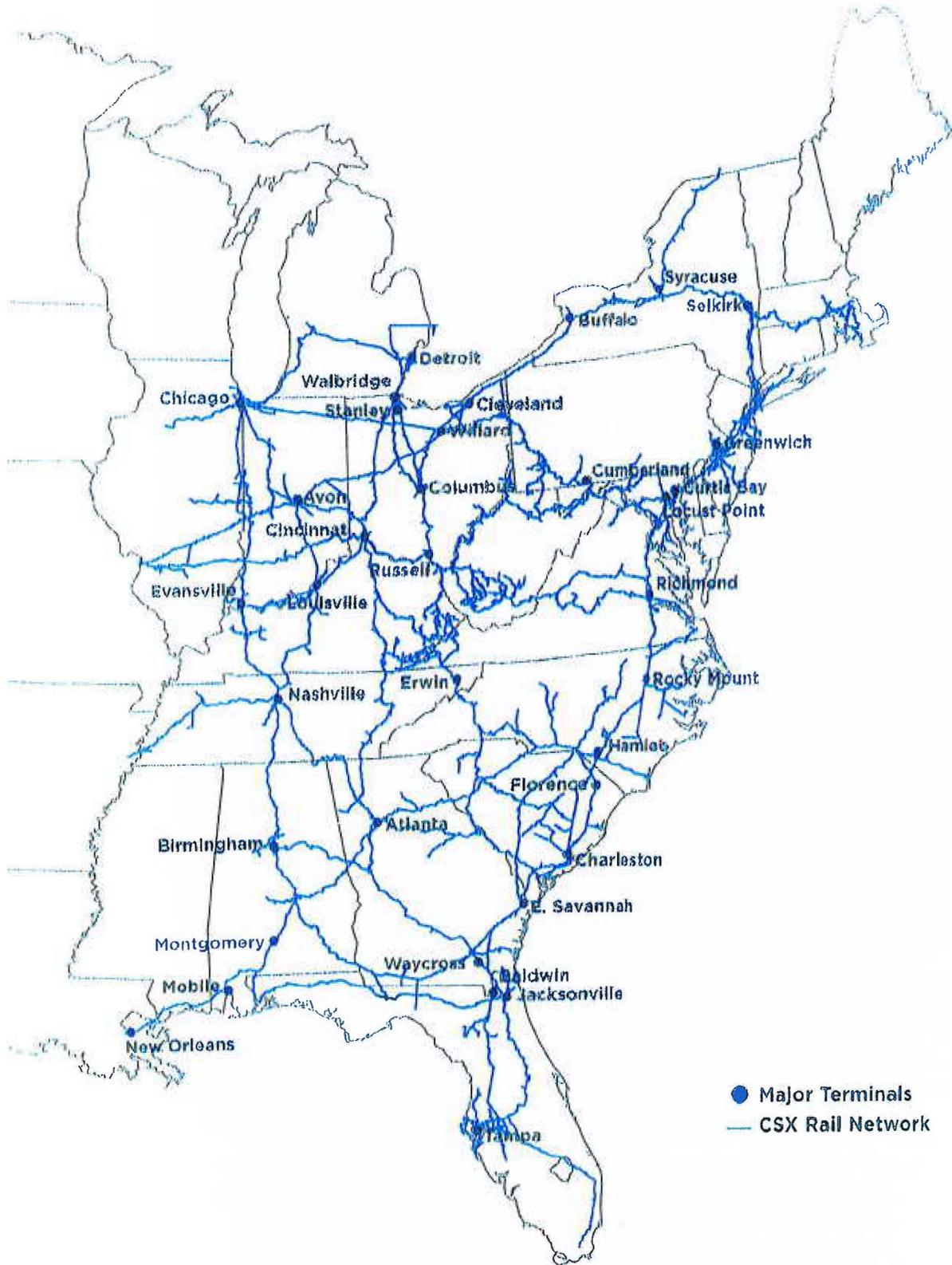
Creation Date: October 5, 2010



CTT 26.47 to CTTA 29.06 (EOT), a distance of approx. 2.6 miles of running track and 40+ miles of yard tracks in Lucas County, Ohio. STB Finance Docket No. 35432



# CSX SYSTEM MAP



**EXHIBIT 2-AGREEMENT**

CONSENT AND AGREEMENT TO DIRECTORS' ACTION WITHOUT MEETING

LAKEFRONT DOCK AND RAILROAD TERMINAL COMPANY

Incorporated in Ohio

The undersigned, being all of the directors of the Lakefront Dock and Railroad Terminal Company, an Ohio Corporation (the "Company"), hereby consent and agree to the adoption of the following resolutions without a meeting of the Board of Directors:

**MERGER WITH AND INTO CSX TRANSPORTATION, INC.**

WHEREAS, CSX Transportation, Inc., a Virginia corporation ("CSXT"), owns 100% of the issued and outstanding shares of common stock of the Company;

WHEREAS, subject to the approval of the Surface Transportation Board (the "STB"), as applicable, the Board of Directors of CSXT has approved the merger of the Company with and into CSXT whereby CSXT shall be and continue to be in existence as the surviving corporation and the separate corporate existence of the Company shall cease (the "Merger"); and

WHEREAS, pursuant to the Ohio Revised Code, section 1701.80(C)(1), the Merger does not require the approval of the shareholders of the Company.

Now, therefore, be it

RESOLVED, that the Merger is hereby authorized and approved.

RESOLVED FURTHER, that a plan of merger setting forth certain terms and conditions of the Merger, in substantially the form attached hereto as Exhibit A (the "Plan of Merger"), is hereby adopted and approved and the proper officers of the Company are hereby authorized to execute and deliver the Plan of Merger on behalf of the Company, provided that the Merger shall be conditioned on obtaining approval from the STB.

RESOLVED FURTHER, that the proper officers of the Company are hereby authorized and directed to take all such action and to execute and deliver all such instruments and documents in the name and on behalf of the Company, and to file with the STB such applications or notices as may be required for the purpose of obtaining STB approval, as applicable, and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

RESOLVED FURTHER, that subject to the approval of the Merger by the STB, as applicable, the proper officers of the Company are hereby authorized and directed to take all such action, including but not limited to, the filing of the Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and Articles of Merger with the Ohio Department of State, and to execute and deliver all such instruments and documents in the name and on behalf of the Company and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

4/10/14  
\_\_\_\_\_ Date

  
\_\_\_\_\_ David A. Boor, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher P. Jenkins, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clarence W. Gooden, Director

RESOLVED FURTHER, that subject to the approval of the Merger by the STB, as applicable, the proper officers of the Company are hereby authorized and directed to take all such action, including but not limited to, the filing of the Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and Articles of Merger with the Ohio Department of State, and to execute and deliver all such instruments and documents in the name and on behalf of the Company and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

\_\_\_\_\_

Date

JULY 11, 2014

Date

\_\_\_\_\_

Date

\_\_\_\_\_

David A. Boor, Director



Christopher P. Jenkins, Director

\_\_\_\_\_

Clarence W. Gooden, Director

RESOLVED FURTHER, that subject to the approval of the Merger by the STB, as applicable, the proper officers of the Company are hereby authorized and directed to take all such action, including but not limited to, the filing of the Articles of Merger with the State Corporation Commission of the Commonwealth of Virginia and Articles of Merger with the Ohio Department of State, and to execute and deliver all such instruments and documents in the name and on behalf of the Company and to incur such expenses as in their judgment shall be necessary or advisable to effect the Merger.

This consent shall be effective as of the date when the last director signs the consent, and may be executed in any number of counterparts, all of which together shall constitute one and the same document.

\_\_\_\_\_

Date

\_\_\_\_\_

David A. Boor, Director

\_\_\_\_\_

Date

\_\_\_\_\_

Christopher P. Jenkins, Director

7/14/14  
\_\_\_\_\_

Date

*Clarence W. Gooden*  
\_\_\_\_\_

Clarence W. Gooden, Director

EXHIBIT A  
PLAN AND AGREEMENT OF MERGER

## PLAN AND AGREEMENT OF MERGER

Between

CSX TRANSPORTATION, INC.

and

THE LAKEFRONT DOCK AND RAILROAD TERMINAL COMPANY

THIS PLAN AND AGREEMENT OF MERGER made and entered into as of the \_\_\_\_\_, 2014, by and between CSX TRANSPORTATION, INC., a Virginia corporation ("CSXT") and THE LAKEFRONT DOCK AND RAILROAD TERMINAL COMPANY, an Ohio corporation ("LD&RT"), said corporations being hereinafter sometimes referred to as the "Constituent Corporations".

WHEREAS, CSXT is a corporation organized and existing under the laws of the Commonwealth of Virginia and LD&RT is a corporation organized and existing under the laws of the State of Ohio, having 46,250 shares of common stock issued and outstanding, \$100.00 par value, 46,250 shares of which are owned by CSXT; and

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable that LD&RT be merged into CSXT on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the State of Ohio and the Commonwealth of Virginia, respectively, which permits such merger.

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, it is planned, subject to the satisfaction of the terms and conditions hereof, that LD&RT shall be merged into CSXT, that CSXT shall be the surviving corporation (the "Surviving Corporation"), and that the terms and conditions of such merger (the "Merger"), the plan and mode of carrying the same into effect, and the manner and basis of preserving and cancelling the shares of the Constituent Corporations shall be as hereinafter set forth:

### 1. Terms, Conditions and Effective Date of Merger

1.1. Following adoption of this Plan and Agreement of Merger by the Boards of Directors of the respective Constituent Corporations as provided by law, the parties hereto shall, except as hereinafter provided, cause a Certificate of Merger, duly prepared and executed in accordance with the corporation laws of Ohio, to be filed with the Secretary of State of Ohio, and Articles of Merger, duly prepared in accordance with the corporation laws of Virginia, to be filed with the State Corporation Commission of Virginia. The separate existence of LD&RT shall cease as of the close of business on the Effective Date (as hereinafter defined) and LD&RT shall thereupon be merged into the Surviving Corporation.

1.2. The Effective Date of Merger shall be \_\_\_\_\_, 2014.

1.3. The Merger may be abandoned at any time before the Effective Date by majority vote of the entire Board of Directors of CSXT or LD&RT notwithstanding approval of this Plan and Agreement of Merger by the shareholders of either or both corporation.

## 2. Conversion and Cancellation of Shares

The manner and basis of converting, cancelling or exchanging the shares of each of the Constituent Corporations on the Effective Date shall be as follows:

2.1. Each share of CSXT Common Stock which is issued and outstanding on the Effective Date shall remain issued and outstanding as the capital stock of the Surviving Corporation.

2.2. Each share of LD&RT Common Stock held by CSXT on the Effective Date shall be cancelled and no new shares or other securities or obligations or cash will be issuable with respect thereto or in exchange therefor.

## 3. Effect of the Merger

3.1. Upon the Effective date, the assets and liabilities of LD&RT shall be taken on the books of the Surviving Corporation at the amount at which they shall at the time be carried on the books of LD&RT, subject to such adjustments, if any, as may be necessary to conform to the accounting procedures of the Surviving Corporation. Upon the Effective Date, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of a public or a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other causes in action, and all and every other interest of, or belonging to, or due to each of the Constituent Corporations, shall be taken and deemed to be vested in the Surviving Corporation without further act or deed; and the title to all real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. Nevertheless, after the Effective Date, when required by the Surviving Corporation, the officers of the Surviving Corporation, on behalf of LD&RT, shall execute and deliver or cause to be executed and delivered all such deeds and other instruments and shall take or cause to be taken such further action as the Surviving Corporation may deem necessary or desirable in order to confirm the transfer to and vesting in the Surviving Corporation of title to and possession of all such rights, property and other interests, and otherwise to carry out the purposes of this Plan and Agreement of Merger.

3.2. On and after the Effective Date, the Surviving Corporation shall be responsible and liable for all of the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be affected by the Merger.

3.3. The Articles of Incorporation of CSXT shall not be amended in any respect by reason of this Plan of Agreement of Merger, and said Articles of Incorporation shall constitute the Articles of incorporation of the Surviving Corporation until further amended in the manner provided by law.

4. Consents and Appointments

4.1. Surviving Corporation hereby: (a) consents that it may be used and served with process in the State of Ohio in any proceeding against LD&RT and (b) irrevocably appoints the Secretary of State of the State of Ohio as its Agent to accept service of process in any proceeding in said State to enforce against the Surviving Corporation.

4.2. The Surviving Corporation desires to continue to transact business as a foreign corporation in the State of Ohio and hereby re-appoints Corporate Creations Network, Inc., 119 E. Court St. Cincinnati, Ohio 45202, as the registered agent and registered office for service of any process, notice or demand.

4.3. The location of the principal office of the Surviving Corporation is 500 Water St. Jacksonville, FL 32202.

IN WITNESS WHEREOF, each party has caused this Plan and Agreement of Merger to be executed as of the date first above written.

CSX TRANSPORTATION, INC.

By \_\_\_\_\_

Attest:

\_\_\_\_\_  
Corporate Secretary

LAKEFRONT DOCK AND RAILROAD  
TERMINAL COMPANY

By \_\_\_\_\_

Attest:

\_\_\_\_\_  
Corporate Secretary

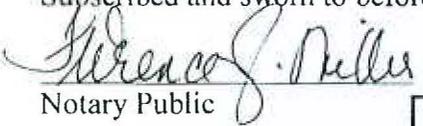
**VERIFICATION**

State of Florida            )  
  )ss  
County of Duval            )

I, James Allan, being duly sworn, depose and state that I am Director Network Planning of CSX Transportation, Inc., that I am authorized to make this verification, and that I have read the foregoing Notice of Exemption, and know the facts asserted therein are true and accurate to the best of my knowledge, information and belief.



Subscribed and sworn to before me this 2/28 day of August 2014.

  
Notary Public

My Commission expires: \_\_\_\_\_

