

FLETCHER & SIPPET LLC

ATTORNEYS AT LAW

29 North Wacker Drive
Suite 920
Chicago, Illinois 60606-2832

MICHAEL J. BARRON, JR.
(312) 252-1511
mbarron@fletcher-sippel.com

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Phone: (312) 252-1500
Fax: (312) 252-2400
www.fletcher-sippel.com

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August 6, 2010

VIA FIRST CLASS MAIL

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

ENTERED
Office of Proceedings
AUG 11 2010
Part of
Public Record

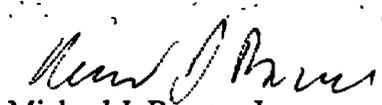
Re: **Finance Docket No. 35386**
R.J. Corman Railroad Company/Central Kentucky Lines, LLC —
Trackage Rights Exemption—CSX Transportation, Inc.

Dear Ms. Brown:

In accordance with 49 C.F.R. § 1180.6, enclosed is a copy of the executed agreement that is the subject to the above-referenced Notice of Exemption.

If you have any questions regarding this filing, please feel free to contact me. Thank you for your assistance on this matter.

Respectfully submitted,



Michael J. Barron, Jr.
Attorney for R.J. Corman Railroad Company/
Central Kentucky Lines, LLC

MJB/jc
Encl.

THIRD SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 28th day of July, 2010 ("Supplemental Agreement"), between **CSX TRANSPORTATION, INC.**, a Virginia corporation, (hereinafter referred to as "**CSXT**" or "**Owner**") and **R. J. CORMAN RAILROAD COMPANY/ CENTRAL KENTUCKY LINES, LLC**, a Kentucky limited liability company, (hereinafter referred to as "**RJCC**" or "**User**");

WHEREAS, Under the terms and provisions of a Trackage Rights Agreement dated February 5, 2005 and supplemented May 4, 2008 and June 21, 2008 (the "Agreement"), User enjoys trackage rights over Owner's LCL Subdivision between the RJCC/CSXT ownership point at HK Tower at MP T 12.5 and Frankfort Avenue at MP T 2.8, and over Owner's Louisville Terminal Subdivision between Frankfort Avenue and connection with User's Water Street Lead at MP TR 4.74, all in the vicinity of Louisville, KY, to facilitate the movement of unit trains of sand from Nugent Sand to Lexington, KY, to include in said unit trains handling sand, Merchandise Cars interchanging between RJCC and CSXT at Louisville, and to allow User to move sand in Heavy Sand Cars; and

WHEREAS, User has additional opportunity for the movement of ties (STCC 24 912 10 and 24 112 10) and other track material (OTM) from points on User's R. J. Corman Railroad/Memphis Line, LLC affiliate (RJCM) west of Memphis Jct., KY to RJCC points east of Louisville, and for the movement of ballast (STCC 14 219) and OTM from RJCC points to RJCM points; and

WHEREAS, User desires to handle said ties, ballast and OTM and reverse routed empties in existing Alcan unit trains of User which currently handle aluminum over Owner's trackage between lines of RJCC east of HK Tower and Owner's Osborne Yard in Louisville; and

WHEREAS, Owner is agreeable to the aforesaid expansion of User's right to handle ties, ballast and OTM over lines of Owner, and the Parties desire that the Agreement be extended to accommodate such handling between the aforesaid connection with User's Water Street Lead and Osborne Yard to allow for movement of ties, ballast and OTM in User's existing Alcan unit trains handling aluminum; and

WHEREAS, By separate Haulage Agreement of even date herewith ("Haulage Agreement"), Owner will haul the aforesaid ties and OTM destined RJCC points and ballast and OTM destined RJCM points, and reverse routed empties of both, in User's accounts, in existing Alcan unit trains of Owner currently handling aluminum between Osborne Yard and Memphis Jct.

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

ARTICLE 1. GRANT OF TRACKAGE RIGHTS

1.1 The limits of the Subject Trackage are revised as follows:

1.1.a For the movement of ties, ballast and OTM and related reverse routed empties only, on CSXT's LCL Subdivision, between RJCC/CSXT ownership point at HK Tower, Milepost (MP) 00T 12.5, and Frankfort Avenue, MP 00T 2.6, and on CSXT's Louisville Terminal Subdivision between Frankfort Avenue, MP 00T 2.6, and Osborne Yard in the vicinity of Big Ditch, MP 000 6.4, a total distance of approximately 17 miles,

1.1.b "On CSXT's LCL Subdivision, between RJCC/CSXT ownership point at HK Tower, Milepost (MP) 00T 12.5, and Frankfort Avenue, MP 00T 2.6, and on CSXT's Louisville Terminal Subdivision between Frankfort Avenue, MP 00T 2.6, and Owner's connection to User's Water Street Lead at Louisville Terminal Subdivision MP 00T 1.8, a total distance of approximately 10 miles.

1.2 The Subject Trackage is shown on the plan attached hereto, marked as Exhibit "T" and dated May 28, 2010.

ARTICLE 2. RESTRICTION ON USE

2.1 A new Agreement Sub-Article 3 (d) is added as follows:

"Ties and OTM shall be moved only in User's empty Alcan aluminum trains interchanging from Owner to User at Osborne Yard. Ballast and OTM shall be moved only in User's loaded Alcan aluminum trains interchanging from User to Owner at Osborne Yard. Reverse routed tie and OTM empties shall move only in User's loaded Alcan aluminum trains and reverse routed ballast and OTM empties shall move only in User's empty Alcan aluminum trains. Tie, ballast and OTM traffic handled by User shall be solely limited and restricted to ties (STCC 24 912 10 and 24 112 10) and OTM originating at RJCM points west of Memphis Jct., KY and moving to RJCC points east of Louisville, KY and ballast (STCC 14 219) and OTM originating at RJCC points east of Louisville and moving to RJCM points west of Memphis Jct., together with return movements of empty cars.

2.2 A new Agreement Sub-Article 3(e) is added as follows:

"Tie, ballast and OTM traffic as described immediately above is limited to the movement of not more than two hundred (200) loaded cars each of ties and ballast, including OTM, exclusive of locomotives and cabooses. Carloads of ties, ballast and OTM shall be handled only on the head end of existing Alcan aluminum unit trains, and shall not exceed five (5) in any single train. The aforesaid limits may be modified only upon mutual written consent of the Parties". The aforesaid notwithstanding, at no time shall the total number of cars moved in any single Alcan train exceed thirty-four (34) cars, loaded or empty.

ARTICLE 3. COMPENSATION

3.1 Agreement Article 5 shall be amended to provide additional compensation for the movement of tie, ballast and OTM cars between RJCC and RJCM points. For this movement, User shall pay to Owner annually in advance, the sum of EIGHT-THOUSAND-FIVE-HUNDRED DOLLARS (\$ 8,500), hereinafter referred to as the "Tie, Ballast and OTM Current Charge", said Tie, Ballast and OTM Current Charge reflecting the movement of approximately eight hundred (800) loaded and empty cars, excluding locomotive units and end of train devices (hereinafter referred to as "EOT") between HK Tower and Osborne Yard, a one-way-trip distance of approximately 17 miles, at a per car charge of SIXTY-TWO AND ONE-HALF CENTS (\$.625) per mile. On July 28, 2010, User shall pay the Tie, Ballast and OTM Current Charge as defined herein, prorated for the period July 28 through December 31, 2010

3.2 The Tie, Ballast and OTM Current Charge shall be subject to all provisions of Agreements Articles 5 and 6 applicable to the Current Charge.

ARTICLE 4. REGULATORY APPROVAL

4.1 Should this Third Supplemental agreement require the prior approval of the Surface Transportation Board (STB), User at its own cost and expense shall initiate and thereafter diligently pursue an appropriate application or petition to secure such approval. Owner shall assist and support efforts of User to secure any necessary STB approval of this Third Supplemental Agreement.

4.2 Should the STB at any time during the term of this Third Supplemental Agreement, impose any labor protective conditions upon the exemption of this Third Supplemental Agreement from regulation, User, solely, shall be responsible for any and all payments in satisfaction of such conditions.

ARTICLE 5. TERM

This Third Supplemental Agreement shall be effective July 28, 2010, and shall remain in force concurrently and terminate concurrently with Unit Train Transportation Contract CSXT C 82768 dated January 10, 2004 between the Parties and Alcan Aluminum Company and any renewals or extensions thereof ("Rail Transportation Contract"). As of the date of this Third Supplemental Agreement, Rail Transportation Contract is valid through January 10, 2011. In the event Rail Transportation Contract is renewed or terminated at any time, this Third Supplemental Agreement shall be renewed or terminated to coincide as to term with Rail Transportation Contract. Upon termination of this Third Supplemental Agreement, the Agreement shall remain effective and in full force and effect.

ARTICLE 6. OTHER PROVISIONS

All non-conflicting provisions of the Agreement and its prior supplements will remain in full force and effect, and shall apply with equal measure to the cars of ties and ballast and reverse routed empties subject hereof.

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

WITNESS

John W. Bould

CSX TRANSPORTATION, INC.

By: Virginia M. Beck
Virginia M. Beck
Dir. Passenger & Joint Facility Agreements

WITNESS

Deborah J. Hawley

R. J. CORMAN RAILROAD/
CENTRAL KENTUCKY LINES, LLC.

By: Michael L. Wester
Name Michael L. Wester
Title Vice President

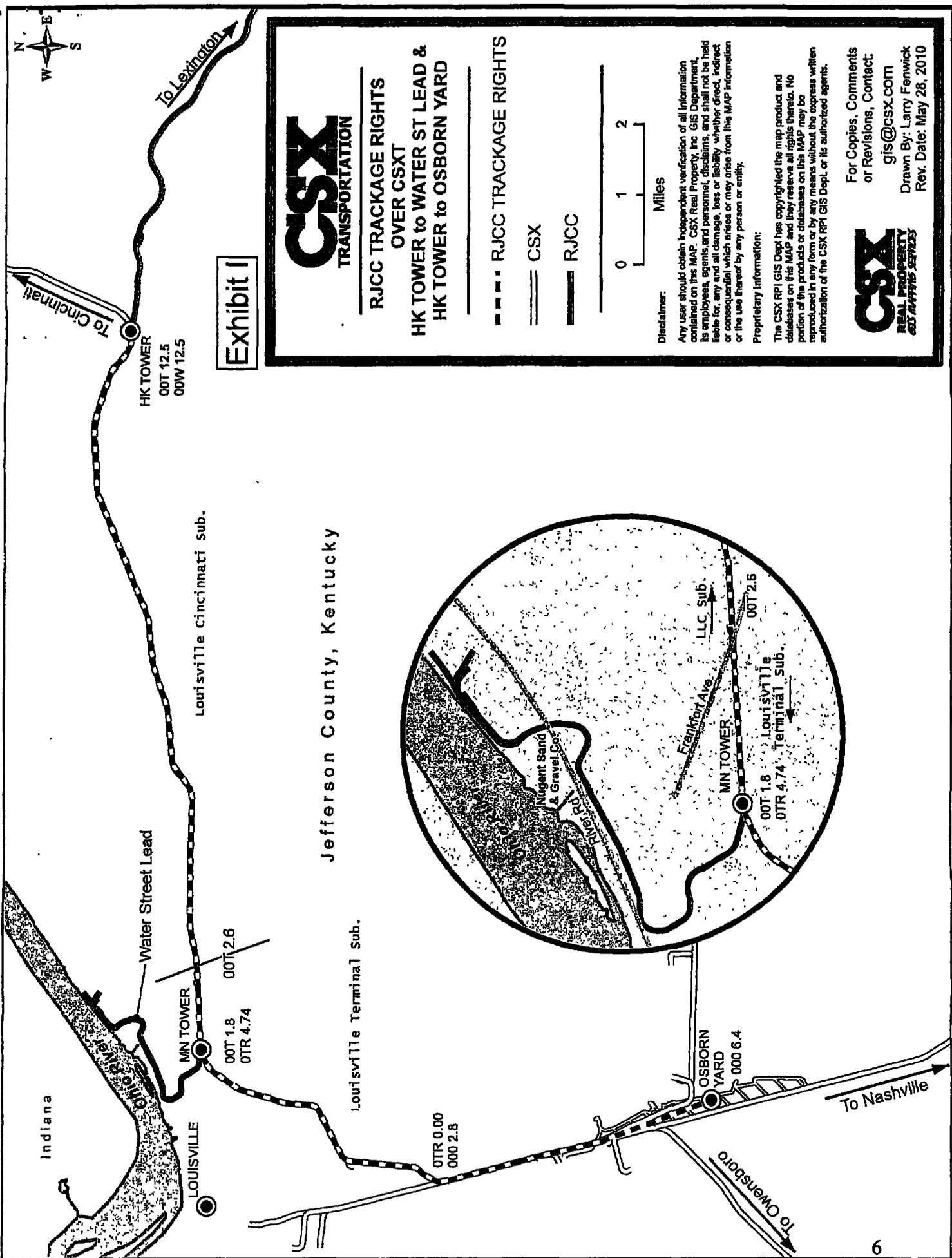


Exhibit I

Jefferson County, Kentucky

