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May 8, 2019

247681

VIA E-FILING

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

ENTERED
Office of Proceedings
May 8, 2019
Part of
Public Record

Re: Wilmington Terminal Railroad, Limited Partnership -
Temporary Trackage Rights Exemption -
CSX Transportation, Inc.
STB Docket No. FD 36188
Request for Extension

Dear Ms. Brown:

Pursuant to a notice served May 18, 2018, the Board authorized Wilmington Terminal Railroad, Limited Partnership ("WTRY") to commence operations under temporary trackage rights over the CSX Transportation, Inc. ("CSXT") line of railroad between the Port of Wilmington in Wilmington, North Carolina, at CSXT milepost ACB 249.74 and the switch at CSXT milepost ACB 243.96, and between the switch at CSXT milepost ACB 243.96 and the switch at CSXT's Davis Yard in Navassa, North Carolina at CSXT milepost SE 359.79, a distance of approximately 10.0 miles (the "Line"). The temporary trackage rights were for a one-year term commencing June 3, 2018, and allow WTRY to operate a limited number of overhead intermodal trains associated with CSXT's "Queen City Express" service from the Port of Wilmington. The service has been beneficial to WTRY and CSXT, and to the shippers being served, and the parties wish to extend the service for an additional year so that WTRY can continue to handle the intermodal traffic movements likely to be tendered during the upcoming year. Attached hereto is an Amendment to the Temporary Trackage Rights Agreement that has been executed by the parties.

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Pursuant to the Board's regulations at 49 CFR §1180.2(d)(8), temporary trackage rights may be renewed for an additional period of up to one year upon a request made prior to their expiration that includes the reasons for the extension. *See The Indiana Railroad Company – Temporary Trackage Rights Exemption – CSX Transportation, Inc.*, STB Docket No. FD 36068 (Sub-No. 2) (served February 8, 2019). Accordingly, WTRY hereby requests a one-year extension until June 2, 2020, of the temporary trackage rights described in this docket for the reasons set forth above. CSXT has authorized WTRY to state that CSXT concurs in this request.

WTRY acknowledges that the employee protective conditions imposed in the May 18, 2018 notice will remain in effect, and that any further extension of the temporary rights, or conversion to a longer term, would require a separate notice of exemption pursuant to 49 CFR §1180.4(g).

Please let me know if there are any questions regarding this filing. Thank you for your assistance.

Respectfully,

CLARK HILL PLC



Eric M. Hocky

EMH/e
Encl.

AMENDMENT ONE
To
TEMPORARY TRACKAGE RIGHTS AGREEMENT DATED MAY 2, 2018

This Amendment One ("Amendment One") is made and entered into as of this 2nd day of MAY, 2019, by and between **CSX TRANSPORTATION, INC.**, a Virginia corporation, whose principal place of business is Jacksonville, FL (hereinafter referred to as "CSXT" or "Owner"), and **WILMINGTON TERMINAL RAILROAD, LIMITED PARTNERSHIP**, a North Carolina limited partnership, whose principal place of business is Wilmington NC (hereinafter referred to as "WTRY" or "User"). CSXT and WTRY are sometimes referred to individually as a "Party" and collectively as the "Parties".

W I T N E S S E T H: That

WHEREAS, the Parties entered into a Temporary Trackage Rights Agreement (the "Agreement") dated May 2, 2018 providing limited expedited intermodal service outside of normal CSXT service windows between the Port of Wilmington (the "Port") and CSXT's Davis Yard at Navassa, NC to fulfill the time-sensitive shipping requirements of their customers; and

WHEREAS, the Parties are agreeable to extending the term of the Agreement an additional 12 months.

NOW, THEREFORE, the Parties agree to extend and modify the Agreement as follows:

1. Section 20(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

(a) This Agreement shall be effective as of the day and year first above written or, in the event STB authority is required, on the date upon which any required Notice of Exemption before the Board becomes effective (the "Effective Date"), and shall remain in full force and effect for twenty-four (24) months (the "Term") unless terminated earlier pursuant to the terms of this Agreement, at which time User shall cease use of the Subject Trackage.

2. To the extent that any provision of the Agreement is in conflict with any provision of this Amendment One, the provision of this Amendment One shall take precedence and control. Except as modified by this Amendment One, the remaining terms, covenants, provisions and conditions of the Agreement shall remain in full force and effect.

[The remainder of this page intentionally is left blank.]

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

WILMINGTON TERMINAL RAILROAD, LIMITED PARTNERSHIP

By: 
Name: *Andrew T. Chanko*
Title: *President*

CSX TRANSPORTATION, INC.

By: 
Name: *SR Farling Scott*
Title: *Director Inter-carrier Agmts*