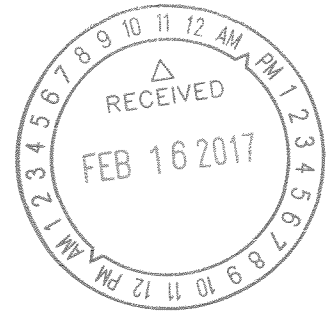


LAW OFFICE
THOMAS F. McFARLAND, P.C.
208 SOUTH LASALLE STREET - SUITE 1666
CHICAGO, ILLINOIS 60604-1228
TELEPHONE (312) 236-0204
mcfarland@aol.com

THOMAS F. McFARLAND

February 15, 2017



By UPS overnight mail

242650

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

ENTERED
Office of Proceedings
February 16, 2017
Part of
Public Record

Re: Finance Docket No. 36103, *Hussey Terminal Railroad Company -- Acquisition and Operation Exemption -- 2nd & Main, LLC*

Dear Ms. Brown:

Hereby transmitted is the original and 10 copies of a Notice Of Exemption Under 49 C.F.R. § 1150.31 for filing with the Board in the above referenced matter.

Also enclosed is a check in the amount of \$1,900 for the filing fee.

Very truly yours,

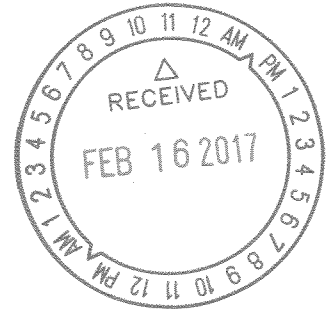
Thomas F. McFarland
Attorney for Applicant

TMcf:mg:enc:wp8.0\1754\ltrSTB1

FILED
February 16, 2017
SURFACE
TRANSPORTATION BOARD

FEE RECEIVED
February 16, 2017
SURFACE
TRANSPORTATION BOARD

BEFORE THE
SURFACE TRANSPORTATION BOARD



HUSSEY TERMINAL RAILROAD)
COMPANY -- ACQUISITION AND) FINANCE DOCKET
OPERATION EXEMPTION -- 2ND) NO. 36103
& MAIN, LLC)

**NOTICE OF EXEMPTION
UNDER 49 C.F.R. § 1150.31**

HUSSEY TERMINAL RAILROAD COMPANY
360 Lake Street
Antioch, IL 60064-1404

Applicant

THOMAS F. McFARLAND
THOMAS F. McFARLAND, P.C.
208 South LaSalle Street, Suite 1666
Chicago, IL 60604-1228
(312) 236-0204 (ph)
mcfarland@aol.com

Attorney for Applicant

Date Filed: February 16, 2017

BEFORE THE
SURFACE TRANSPORTATION BOARD

HUSSEY TERMINAL RAILROAD	)	
COMPANY -- ACQUISITION AND	)	FINANCE DOCKET
OPERATION EXEMPTION -- 2 ND	)	NO. 36103
& MAIN, LLC	)	

**NOTICE OF EXEMPTION
UNDER 49 C.F.R. § 1150.31**

Pursuant to 49 U.S.C. § 10502(a) and 49 C.F.R. § 1150.31, *et seq.*, HUSSEY TERMINAL RAILROAD COMPANY (HTRC), a noncarrier, hereby provides notice of its class exemption from 49 U.S.C. § 10901 for its acquisition from 2ND & MAIN, LLC and operation of approximately 540 feet of rail line at North Chicago, Lake County, IL. The rail line does not have milepost numbers.

QUALIFICATION FOR CLASS EXEMPTION

BACKGROUND

Attached to this Notice as Appendix 1 is a plat which shows a rail line (in a dark line) at North Chicago, Illinois that extends between a point of connection on its north end to a main track of Elgin, Joliet & Eastern Railway Company (now Canadian National Railway Company [CN]), and a point of connection on its southwest end to a main track of Chicago & North Western Railway Company (now Union Pacific Railroad Company [UP]) (referred to as the North Chicago Rail Line).

Attached to this Notice as Appendix 2 is a copy of an Agreement dated January 4, 1916, among Michael H. Hussey and Margaret Hussey, his wife; North Chicago Lumber and Coal Co.

(NCLC); and North Chicago Foundry Company (NCFC), whereby, as here pertinent, Mr. and Mrs. Hussey conveyed to NCLC and to NCFC the right, easement and privilege to use the North Chicago Rail Line for any purpose and in any manner necessary or convenient in, to, or about their businesses.

2nd & Main, LLC (2ML) is a successor-in-interest of NCLC. 2ML's shipping facility on the North Chicago Rail Line is shown on the plat (Appendix 1) near the point of connection to UP, under the name of North Chicago Lumber and Coal Co.

Some of the rail in the North Chicago Rail Line north and east of the 2ML facility has been removed, and/or has been blocked by a building constructed by a third party, such that it is not possible at this time for HTRC to operate to the point of connection with CN. It is the intent of 2ML and HTRC to take steps to restore rail operation to the CN connection.

Sufficient trackage is in place between the 2ML facility and the point of connection with UP to enable rail shipments to be made over that trackage. It is the intent of 2ML and HTRC to rehabilitate that trackage as necessary, and to ship and transport shipments by rail to and from interchange with UP.

Initially, HTRC expects to transport wood products for its affiliate, 2ML. In addition, HTRC would specifically hold itself out to transport any and all commodities by rail for the general public, either from other facilities that may be constructed along the North Chicago Rail Line, or for other shippers who may use the shipping facility of 2ML. In that manner, HTRC intends to act as a rail common carrier.

BOARD JURISDICTION

The North Chicago Rail Line is a line of railroad subject to Board jurisdiction under 49 U.S.C. § 10901 because through shipments have been transported by rail over it between the tracks of EJ&E and C&NW, and will be able to be transported by rail over it between CN and UP when HTRC reestablishes the ability for shipments to move in that manner. Board jurisdiction over the North Chicago Rail Line under 49 U.S.C. § 10901 continues to exist in view of that historic through operation, even though more recently that Rail Line has many characteristics of a spur or sidetrack excepted from the requirement of Board approval under 49 U.S.C. § 10906. *See Atchison, T. & S.F. Ry. Co. -- Abandonment Exemption -- in Lyon County, KS*, ICC Docket No. AB-52 (Sub-No. 71X), decision served June 17, 1991.

Even apart from the historic character of the Rail Line as a line of railroad, Board authority or exemption is required for HTRC's acquisition and operation of the Rail Line under the *Effingham* precedent because this would be HTRC's initial rail line acquisition and operation. *See Effingham RR Co. --Pet. for Declaratory Order*, 2 S.T.B. 606, 609-610 (1997), *aff'd sub nom. United Transp. Union v. STB*, 183 F.3d 606 (7th Cir. 1999).

Based on all of the foregoing, the Board should find that it has jurisdiction over HTRC's Notice of Exemption under 49 U.S.C. § 10901.

INFORMATION REQUIRED BY 49 C.F.R. § 1150.33

The following is furnished pursuant to 49 C.F.R. § 1150.33:

(a) *The full name and address of the applicant;*

Applicant is Hussey Terminal Railroad company, 360 Lake Street, Antioch, IL 60064-1404.

- (b) *The name, address, and telephone number of the representative of the applicant who should receive correspondence;*

Applicant's representative is Thomas F. McFarland, Thomas F. McFarland, P.C., 208 South LaSalle Street, #1666, Chicago, IL 60604-1228, 312-236-0204.

- (c) *A statement that an agreement has been reached or details about when an agreement will be reached;*

An agreement has been reached between 2ML and HTRC for HTRC's acquisition and operation of the Rail Line.

- (d) *The operator of the property;*

HTRC will be the operator of the property.

- (e) *A brief summary of the proposed transaction, including:*

- (1) *The name and address of the railroad transferring the subject property;*

The transferor is 2ML, 1900 Marquette Street, North Chicago, IL 60062.

- (2) *The proposed time schedule for consummation of the transaction;*

The transaction will be consummated shortly after the exemption for the transaction becomes effective.

- (3) *The mileposts of the subject property, including any branch lines; and*

The Rail Line does not have milepost numbers.

- (4) *The total route miles being acquired;*

Approximately 540 feet of rail line is proposed to be acquired and operated.

- (f) *A map that clearly indicates the area to be served, including origins, termini, stations, cities, counties, and States; and*

A plat showing the Rail Line is attached to this Notice as Appendix 1.

- (g) *A certificate that applicant's projected revenues do not exceed those that would qualify it as a Class III rail carrier.*

Applicant's projected revenues would not exceed those that would qualify it as a Class III rail carrier. *See* the Verification of Philip N. Dahl, President of HTRC attached to this Notice as Appendix 3.

- (h) *Interchange Commitments.*

There are no interchange commitments.

ADDITIONAL INFORMATION

Annual Revenues

In compliance with 49 C.F.R. § 1150.32(e), Applicant states that the projected annual revenue of HTRC to be created by the proposed transaction would not exceed \$5 million. *See* Appendix 3.

CAPTION SUMMARY

The Caption Summary required by 49 C.F.R. § 1150.34 is attached to this Notice as Appendix 4.

LABOR PROTECTION

By virtue of 49 U.S.C. § 10901(c), labor protective conditions are not to be imposed in regard to the proposed exemption.

ENVIRONMENTAL AND HISTORIC CONSIDERATIONS

By virtue of 49 C.F.R. § 1106(c) and 49 C.F.R. § 1105.8(b)(1), no environmental or historic reporting is required in regard to the proposed exemption.

VERIFICATION

The verification of Philip N. Dahl, President of HTRC, is attached to this Notice as Appendix 3.

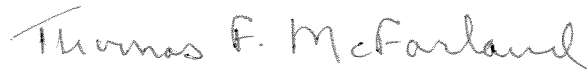
CONCLUSION AND REQUESTED RELIEF

WHEREFORE, the Board should publish notice of the filing of this Notice of Exemption in the Federal Register no more than 16 days after filing of the Notice. *See* 49 C.F.R. § 1150.32(b).

Respectfully submitted,

HUSSEY TERMINAL RAILROAD COMPANY
360 Lake Street
Antioch, IL 60064-1404

Applicant



THOMAS F. McFARLAND
THOMAS F. McFARLAND, P.C.
208 South LaSalle Street, Suite 1666
Chicago, IL 60604-1228
(312) 236-0204 (ph)
mcfarland@aol.com

Attorney for Applicant

Date Filed: February 16, 2017

EXHIBIT A
PLAT

Appendix 1

Of that part of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Sec. 4 T.44. N.
R.12 E of 3rd P.M. Lying South of the E. J & E. Ry^{ns}
East of the C. & N.W. Ry.

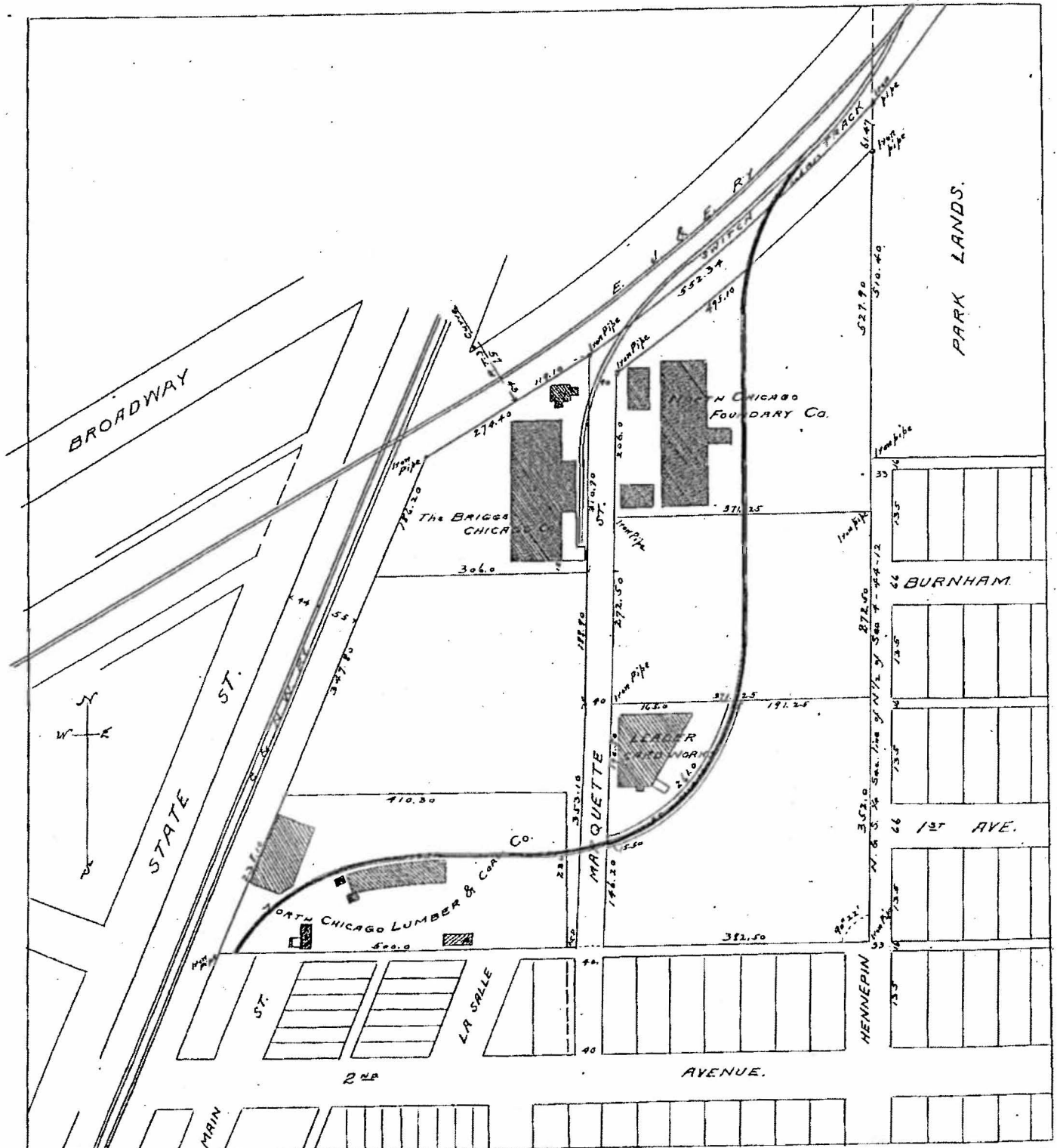
NORTH CHICAGO, ILL.

Scale 100 feet per inch

Oct 1915

R. J. Smith, C.E.

pg. 60
Microfilm Notation
at
Pitts. Measurement
Census 1910
134



Doc. No. 164744, Filed April 7th A. D. 1916 at 3:15 O'Clock P. M.

THIS INDENTURE Made this Fourth day of January A. D. 1916 by and between Michael H. Hussey and Margaret Hussey, his wife, North Chicago Foundry Company, a corporation and North Chicago Lumber and Coal Company, a corporation, WITNESSETH:

THAT WHEREAS The said Michael H. Hussey did on the 11th day of November 1912, acquire title to and thereafter held in fee simple all that part of the north half of the north west quarter of Section four (4) Township forty four (44) North, Range twelve (12) East of the Third Principal Meridian, lying south of the Elgin, Joliet & Eastern Railway Company and east of the Chicago & Northwestern Railway Company; and

WHEREAS the said Michael H. Hussey thereafter caused a plat of said lands to be made and Lots marked thereon suitable for manufacturing or business purposes; and

WHEREAS the said Michael H. Hussey thereafter caused to be constructed and there is now on said lands, a switchtrack connecting on the north with the said tracks of the Elgin, Joliet & Eastern Railway Company, running thence in a southerly and westerly direction across the said lands to a connection with the said tracks of the Chicago & Northwestern Railway Company, which said switchtrack is hereinafter referred to as the common switchtrack, and is colored red upon the plat hereto attached, and made a part hereof, marked Exhibit "A"; and

WHEREAS North Chicago Foundry Company and the North Chicago Lumber and Coal Company, corporations, by means conveyances from said Hussey have become and now are the owners of those parts of the said lands marked North Chicago Lumber and Coal Company and North Chicago Foundry Company, respectively, upon the plat hereto attached; and

WHEREAS the said Michael H. Hussey did on the 25th day of September A. D. 1914 convey to D. E. Travis that part of the said lands marked Leader Card Works upon the plat hereto attached, which said lands do not, however, abut upon said switch track, a distance of six (6) feet intervening between the lands of said D. E. Travis and said switchtrack; and

WHEREAS all of the parties hereto desire that the said switchtrack shall continue in existence forever, and that the same shall be used for the sole benefit of that tract marked Leader Card Works upon the plat hereto attached, as aforesaid, and all those lots, pieces or parcels of land above described through which the said switchtrack now passes.

NOW THEREFORE in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the said several parties hereto, as owners respectively of all the said Lots, pieces or parcels of land through which said common switchtrack passes, for themselves respectively, and their respective heirs, executors, administrators, successors and assigns have granted, bargained and sold and do hereby grant, bargain and sell unto each of the other parties hereto, their respective heirs, administrators, executors, successors and assigns, the mutual right, easement and privilege to maintain and use said common switchtrack for any purpose, and in any manner necessary or convenient in, to or about the business of the respective parties, their respective heirs, assigns, legal representatives, agents and servants, and their tenants and licensees from time to time occupying or using any of the parcels of land hereinabove described.

And the said parties hereto do covenant and agree with each and every one of the other parties hereto that they, and each of them, will keep and maintain that part of the said switchtrack passing over the property owned by them in good condition and repair, replacing all ties and rails with new ties and rails whenever necessary, and shall maintain the said road bed and all equipment in connection with said switchtrack in good repair, and safe and suitable for the purpose for which said switchtrack was constructed. In the event that any of the parties hereto fail or neglect to maintain the said switchtrack as herein provided, then any of the other parties hereto, their successors or assigns may maintain and repair such switchtrack and the reasonable cost of such repairs shall be paid for by the owner of that lot, piece or parcel of land upon which said portion of switchtrack is located and said repairs made.

It is further covenanted that the parties hereto and each of them, their heirs, administrators, executors, successors and assigns will not in any manner unnecessarily obstruct said switchtrack, and will not permit cars to remain thereon an unnecessary and unreasonable length of time.

It is further covenanted and agreed by the parties hereto that they, and each of them, shall not construct or permit to be constructed any switchtrack to be connected with the said common switchtrack above described which shall extend beyond the land hereinabove described, and so as to give land outside of said land herein described rights in, on to or over said common switchtrack.

It is further mutually agreed by and between the parties hereto that each of said parties shall have the right to change the location of said track on and over his or its property, provided that the use of said easement is not unreasonably interfered with thereby.

It is further understood and agreed that the parties hereto their heirs, executors, administrators, successors and assigns may construct switchtracks on their respective lots, pieces or parcels of land, and connect the same with the said common switchtrack hereinabove described.

It is further understood and agreed that should any disputes arise as to priority in the right to the use of said common switchtrack, such questions shall be submitted to and the parties hereto agree to abide by the decision of the operating heads of either of said railroads hereinabove referred to.

TO HAVE AND TO HOLD all and singular the rights, liberties and privileges aforesaid to the parties hereto, their respective heirs, executors, administrators, successors and assigns forever, and the said covenants and agreements herein contained shall be and remain binding and in full force and effect upon the respective parties hereto, their respective heirs, executors, administrators, successors and assigns forever.

IN WITNESS WHEREOF the said Michael H. Russey and Margaret Russey, his wife, have hereunto set their hands and seals and the said North Chicago Foundry Company, a corporation and North Chicago Lumber and Coal Company, a corporation, have hereunto caused their respective corporate seals to be affixed, and these presents to be signed by their respective Presidents and attested by their respective³ secretaries the day and year first above written.

.....
 North Chicago Foundry
 Company.
 Corporate Seal
 Illinois.

 ATTEST: E. C. Mead, Secretary.

Michael H. Hussey
 M. H. Hussey (SEAL)
 Margaret Hussey (SEAL)
 North Chicago Foundry Company
 By John Housse Sr. President.

.....
 North Chicago Lumber &
 Coal Co.
 Corporate Seal
 North Chicago, Ill.

 ATTEST: W. J. Sackman, Secretary.

North Chicago Lumber & Coal Company
 By M. H. Hussey, President.

State of Illinois }
 County of Lake } ss.

I, Joseph A. Jadrich a Notary Public in and for said County in the State aforesaid, do hereby certify that Michael H. Hussey and Margaret Hussey, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of April A. D. 1916.

.....
 Joseph A. Jadrich
 Notary Public
 Lake Co., Ill.

 Joseph A. Jadrich
 Notary Public.

My commission expires October 19, 1919.

State of Illinois }
 County of Lake } ss.

I, Joseph A. Jadrich a Notary Public in and for said County in the State aforesaid, do hereby certify that John Housse Sr., personally known to me to be the President of the North Chicago Foundry Company, a corporation and E. C. Mead personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instruments, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument of writing and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of April A. D. 1916.

.....
 Joseph A. Jadrich
 Notary Public
 Lake Co., Ill.

 Joseph A. Jadrich
 Notary Public

My commission expires October 19, 1919.

State of Illinois }
County of Lake }

I, Joseph A. Jadrich a Notary Public in and for said County in the State aforesaid, do hereby certify that M. H. Russey personally known to me to be the President of the North Chicago Lumber & Coal Company, a corporation, and W. J. Backman personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument of writing and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of April A. D. 1916.

Joseph A. Jadrich

Notary Public.

.....
Joseph A. Jadrich

Notary Public

Lake Co., Ill.
.....

My commission expires October 19, 1919.

(FOR PLAT ATTACHED SEE PLAT BOOK J PAGE 60.)

Doc. No. 164346. Filed April 8th A. D. 1916 at 8:40 o'clock A. M.
33714

KNOW ALL MEN BY THESE PRESENTS That Chicago Title and Trust Company, Trustee, a corporation organized under the laws of the State of Illinois, for and in consideration of one dollar and for other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby release, convey and quit claim unto Frank Panker of the County of Cook and State of Illinois, his heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain trust deed bearing date the 3rd day of May A. D. 1915, and recorded in the Recorder's Office of Lake County, in the State of Illinois as Document Number 159348 in Book 224 of Mortgages page 154 to the premises therein described, situated in the County of Lake, State of Illinois as follows, to-wit:- Lot sixty eight (68) in Wilson's Second Subdivision at Long Lake, Lake County, Illinois, being a subdivision of the north east quarter of the south east quarter of Section fourteen (14) Township forty five (45) North, Range nine (9) East of the Third Principal Meridian, according to the plat of said Wilson's Second Subdivision recorded in the Recorder's Office of Lake County, Illinois, on March 27th 1909 in Book H of Plats, page 32

Together with all the appurtenances and privileges thereunto belonging or appertaining.

IN WITNESS WHEREOF said party of the first part has caused these presents to be signed by its Vice President and countersigned by its Asst Secretary, and its corporate seal to be hereto affixed this 5th day of April A. D. 1916.

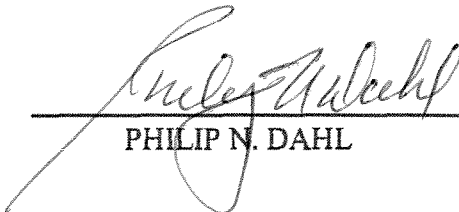
.....
Chicago Title & Trust
Company
Corporate Seal
Chicago, Illinois.
.....
O.K. E. B. S

Chicago Title and Trust Company
As Trustee.
By Wm. C. Niblack, Vice President.
Countersigned E. C. Iglehart, Asst. Secretary.

VERIFICATION

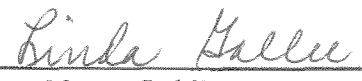
STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

PHILIP N. DAHL, being duly sworn, states that he is President of Hussey Terminal Railroad Company (HTRC); that he has read the foregoing Notice of Exemption under 49 C.F.R. § 1150.31; that the projected revenues of HTRC would not exceed those that would qualify it as a Class III rail carrier; that the projected annual revenue of HTRC to be created by the proposed acquisition and operation would not exceed \$5 million; and that all other facts set forth in the Notice of Exemption are true and correct.



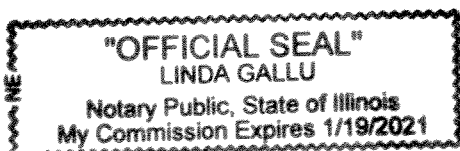
PHILIP N. DAHL

SUBSCRIBED and SWORN to
before me this 13th day of
February, 2017.



Notary Public

My Commission Expires: 1/19/21



Appendix 4

CAPTION SUMMARY

SURFACE TRANSPORTATION BOARD

Notice of Exemption

STB Finance Docket No. 36103

*Hussey Terminal Railroad Company -- Acquisition
and Operation Exemption -- 2nd & Main, LLC*

Hussey Terminal Railroad Company (HTRC) has filed a Notice of Exemption to acquire from 2nd & Main, LLC and operate approximately 540 feet of rail line at North Chicago, Lake County, Illinois (the Rail Line). The Rail Line does not have milepost numbers. Comments must be filed with the Board and served on HTRC's representative, Thomas F. McFarland, Thomas F. McFarland, P.C., 208 South LaSalle Street, Suite 1666, Chicago, IL 60604-1228, ph 312-236-0204.

The Notice is filed under 49 C.F.R. § 1150.31 *et seq.* If the Notice contains false or misleading information, the exemption is void *ab initio*. Petitions to revoke the exemption under 49 U.S.C. § 10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the transaction.

By the Board