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THOMAS F MCFARLAND

December 10, 2008

By UPS overnight mail

Anne K. Quinlan, Esq  
Acting Secretary  
Surface Transportation Board  
395 E Street, S W, Suite 1149  
Washington, DC 20024

Re Finance Docket No 35208, *Winamac Southern Railway Company -- Trackage Rights Exemption -- A & R Line, Inc (Now Owned By Toledo, Peoria and Western Railway Corporation)*

Dear Ms Quinlan

Enclosed please find an original and 10 copies of Verified Notice of Exemption Under 49 C F R § 1180 2(d)(7), for filing with the Board in the above referenced matter

Also enclosed is a check in the amount of \$1,700 for the filing fee

ENTERED  
Office of Proceedings

DEC 11 2008

Part of  
Public Record

Very truly yours,

*Tom McFarland*

Thomas F McFarland  
*Attorney for Applicant*

TMF kl enc wps 0-1351 ltrsb1

**FILED**

DEC 11 2008

**SURFACE  
TRANSPORTATION BOARD**

**FEE RECEIVED**

DEC 11 2008

**SURFACE  
TRANSPORTATION BOARD**

BEFORE THE  
SURFACE TRANSPORTATION BOARD

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WINAMAC SOUTHERN RAILWAY )  
COMPANY -- TRACKAGE RIGHTS ) FINANCE DOCKET  
EXEMPTION -- A & R LINE, INC (NOW ) NO 35208  
OWNED BY TOLEDO, PEORIA AND )  
WESTERN RAILWAY CORPORATION) )

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**VERIFIED NOTICE OF EXEMPTION  
UNDER 49 C.F.R. § 1180.2(d)(7)**

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WINAMAC SOUTHERN RAILWAY COMPANY  
P O Box 745  
Kokomo, IN 46903

Applicant

THOMAS F McFARLAND  
THOMAS F McFARLAND, P C  
208 South LaSalle Street, Suite 1890  
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(312) 201-9695 (fax)  
*mcfarland@aol.com*

Attorney for Applicant

DATE FILED December 11, 2008

BEFORE THE  
SURFACE TRANSPORTATION BOARD

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WINAMAC SOUTHERN RAILWAY )  
COMPANY -- TRACKAGE RIGHTS ) FINANCE DOCKET  
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**VERIFIED NOTICE OF EXEMPTION  
UNDER 49 C.F.R. § 1180.2(d)(7)**

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Pursuant to 49 C F R § 1180 2(d)(7), WINAMAC SOUTHERN RAILWAY COMPANY (WSRY), hereby files this Verified Notice of Exemption for overhead trackage rights over a rail line of A & R LINE, INC (A&R), now owned by TOLEDO, PEORIA AND WESTERN CORPORATION (TPW), between Milepost No 71 5 at or near Van and Milepost No 74 5 at or near Logansport, a distance of approximately 3 0 miles in Cass County, Indiana ("the trackage rights line")

**NOTICE FILED TO CURE A PRIOR OVERSIGHT**

In July 1995, A&R obtained an exemption to acquire a line of railroad, including the trackage rights line, from WSRY ICC Finance Docket No 32694 (served July 6, 1995) WSRY continued to operate the A&R line, as well as its connecting lines At the time both A&R and WSRY were commonly controlled by Daniel Frick ICC Finance Docket No 32693 (served July 6, 1995) As part of the transaction, on July 17, 1995, WSRY and A&R entered into a written Trackage Rights Agreement for overhead trackage rights for WSRY over A&R between

Milepost No 71 5 at or near Van, IN and Milepost No 74 5 at or near Logansport, IN A copy of that Trackage Rights Agreement is attached to this Notice as Appendix 1

Because of the nature of the 1995 transaction between related parties, and the continued operations (reserved rights) by WSRY, it appears that, through oversight, a separate notice of exemption for the trackage rights was not filed by WSRY <sup>1/</sup> Operations have continued under the Trackage Rights Agreement for over 13 years without objection In the interim, Central Railroad Company of Indianapolis (CERA) took over operations of the WSRY, including the trackage rights, as WSRY's agent, and A&R was taken over by TPW

WSRY now proposed to lease its lines and assign its right to operate the trackage rights line to U S Rail Corporation ("US Rail") See STB Finance Docket No 35205 (filed December 5, 2008) In connection with the proposed change of operators, it was brought to WSRY's attention that a notice of exemption had never been filed for its trackage rights operation This Notice of Exemption is filed to cure that prior oversight

**INFORMATION REQUIRED UNDER 49 C.F.R. § 1180.4(g)(1)(i)**

*Sec 1180 6 Supporting information (a) All applications filed under 49 U S C 11323 shall show in the title the names of the applicants and the nature of the proposed transaction Beneath the title indicate the name, title, business address, and telephone number of the person(s) to whom correspondence with respect to the application should be addressed The following information shall be included in all applications (1) A description of the proposed transaction, including appropriate references to any supporting exhibits and statements contained in the application and discussing the following (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*

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<sup>1/</sup> The trackage rights likely could have qualified as either incidental trackage rights or as reserved rights, for which no separate exemption would have been required However, it does not appear that any such request was made

(i) The proposed transaction is overhead trackage rights for WSRY over 30 miles of rail line formerly owned by A&R, now owned by TPW, in order to permit efficient operations by WSRY. Current trackage rights are operated by CERA as WSRY's agent. WSRY and U.S. Rail have entered into a lease pursuant to which U.S. Rail will operate under the trackage rights agreement. Applicant is WSRY. WSRY's business address is P.O. Box 745, Kokomo, IN 46903. WSRY's telephone number is 765-456-1202. WSRY's counsel is Thomas F. McFarland, Thomas F. McFarland, P.C., 208 South LaSalle Street, Suite 1890, Chicago, IL 60604-1112, 312-236-0204.

*(ii) The proposed time schedule for consummation of the proposed transaction*

Operations have been conducted pursuant to the trackage rights for more than 13 years (see "Notice Filed To Cure A Prior Oversight," *supra*). This Notice is filed to cure a prior failure to secure an exemption for the trackage rights.

*(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 purpose of the proposed trackage rights is to achieve operating economies and to improve rail service by making operations by WSRY more efficient.

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

WSRY's property is located in Indiana.

TPW's property is located in Illinois, Indiana and Iowa.

*(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.*

A map of the trackage rights line is attached as Appendix 2. The trackage rights line has been shaded in yellow on that map.

*(a)(7) Explanation of the transaction (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. (3) In addition, parties to exempt trackage rights agreements and renewal of agreements described at Sec 1180 2(d)(7) must submit one copy of the executed agreement or renewal agreement with the notice of exemption, or within 10 days of the date that the agreement is executed, whichever is later.*

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*(3) A final signed contract or agreement need not be filed with a responsive application. However, a draft contract or agreement should be submitted containing the significant terms proposed.*  
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Attached to this Verified Notice as Appendix 1 is a copy of a Trackage Rights Agreement between WSRV and A&R, dated July 17, 1995, that governs the proposed trackage rights.

#### **CAPTION SUMMARY**

Attached to this Verified Notice as Appendix 3 is a copy of the caption summary required by 49 C.F.R. § 1180.2(g)(2)(i).

#### **LABOR PROTECTION**

The customary labor protective conditions in trackage rights proceedings should be imposed as a condition to granting of the exemption -- namely, the conditions in *Norfolk and Western Ry. Co. - Trackage Rights*, BN, 354 I.C.C. 605 (1978), as modified in *Mendocino Coast Ry., Inc. - Lease and Operate*, 360 I.C.C. 653 (1980).

**ENVIRONMENTAL AND HISTORIC CONSIDERATIONS**

Pursuant to 49 C F R § 1105 6(c)(2) and 49 C F R § 1105 8(b)(3), environmental and historic reports are not required for the proposed trackage rights

**VERIFICATION**

Attached to this Verified Notice as Appendix 4 is the verification of Thomas F McFarland, attesting to the accuracy of the facts stated in this Notice

**CONCLUSION AND REQUESTED RELIEF**

WHEREFORE, pursuant to 49 C F R § 1180 4(g)(2)(ii), the Board should publish the caption summary in the Federal Register

Respectfully submitted,

WINAMAC SOUTHERN RAILWAY COMPANY  
P O Box 745  
Kokomo, IN 46903

*Applicant*

THOMAS F McFARLAND  
THOMAS F McFARLAND, P C  
208 South LaSalle Street, Suite 1890  
Chicago, IL 60604-1112  
(312) 236-0204 (ph)  
(312) 201-9695 (fax)  
*mcfarland@aol.com*

*Attorney for Applicant*

DATE FILED December 11, 2008

# APPENDIX 1

TRACKAGE RIGHTS AGREEMENT

THIS AGREEMENT, made and entered into the 17<sup>th</sup> day of July, 1995 between A. & R. LINE, INC, an Indiana corporation ("A & R") and WINAMAC SOUTHERN RAILWAY COMPANY, an Indiana corporation ("WSRY");

WITNESSETH:

WHEREAS, A & R is the owner of certain railroad facilities beginning at mile-post 71.5 at Van, Indiana extending eastwardly to mile-post 74.5 at Logansport, Indiana, described in more detail on Exhibit "1" (the "Facilities");

WHEREAS, WSR<sup>y</sup> desires to use said Facilities for the sole purpose of bridging WSR<sup>y</sup>'s trains over said Facilities; and

WHEREAS, A & R is agreeable to the use of said Facilities by WSR<sup>y</sup> but only upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein the parties hereto agree as follows:

ARTICLE ONEGRANT OF TRACKAGE RIGHTS

Subject to the terms and conditions herein provided, A & R hereby grants to WSR<sup>y</sup> the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as the "Trackage Rights") over the Facilities. The Trackage Rights hereby granted are for the sole purpose of WSR<sup>y</sup> using the Trackage Rights for overhead traffic only over the Facilities and WSR<sup>y</sup> shall not perform any local freight service whatsoever at any point located on the Facilities.

ARTICLE TWOUSE OF FACILITIES

Section 2.01. Common Usage of Facilities. WSRV's use of the Facilities shall be in common with A & R and any other user of the Facilities, and A & R's right to use the Facilities shall not be diminished by this Agreement. A & R shall retain the sole right to grant to other persons rights of any nature in the Facilities.

Section 2.02. Prohibited Use. WSRV shall not use any part of the Facilities for the purpose of switching, storage of cars, or the making or breaking up of trains, except that nothing contained herein shall, upon prior approval of A & R, preclude the emergency use by WSRV of such auxiliary tracks as may be designated by A & R for such purposes.

Section 2.03. Ownership Rights Retained. A & R shall have exclusive ownership of, and control over, the management and operation of the Facilities; provided, however, A& R shall allow WSRV to operate its trains over the Facilities as provided in this Agreement.

ARTICLE THREEMAINTENANCE OF FACILITIES

Section 3.01. Maintenance of Facilities. A & R shall maintain, repair and renew the Facilities at its own expense and with its own supervision and labor. A & R shall keep and maintain the Facilities in Class I track standards in effect on March 21, 1994, except for variations or speed restrictions due to bridge conditions, State Law or local ordinances, but A & R does not

guarantee the condition of the Facilities or that operations thereover will not be interrupted. A & R shall take all reasonable steps to ensure that any interruptions will be kept to a minimum. Furthermore, WSRY shall not, by reason of failure or neglect on the part of A & R to maintain, repair or renew the Facilities, have or make any claim or demand against A & R or its officer, agents or employees for any damage to or loss or destruction of any property whatsoever, or for any damages of any nature suffered by WSRY resulting from any such failure or neglect.

Section 3.02. Additions, Retirements and Alterations. A & R, from time to time and at its sole cost and expense, may make such changes in, additions and betterments to or retirements from the Facilities as shall, in its sole judgment, be necessary or desirable for the economical or safe operation thereof or as shall be required by any law, rule, regulation, or ordinance promulgated by any governmental body having jurisdiction. Such additions and betterments shall become a part of the Facilities and such retirements shall be excluded from the Facilities.

Section 3.03. Clearing of Wrecks. Whenever WSRY's use of the Facilities requires rerailling or wrecking service, A & R shall perform or provide such service, including the repair and restoration of roadbed, track and structures. The cost, liability and expense of the foregoing, including, without limitation, loss of, damage to, or destruction of any property whatsoever and injury to or death of any person or persons whomsoever, resulting therefrom, shall be borne by WSRY. All locomotives, cars,

equipment and salvage from the same so picked up and removed which is owned by or under the management and control of or used by WSRY at the time of such wreck shall be promptly delivered to it.

#### ARTICLE FOUR

#### MANAGEMENT AND OPERATIONS

Section 4.01. Statutory and Regulatory Compliance. WSRY shall comply with the provisions of the Federal Safety Appliance Act, as amended, and any other federal, state and local laws, regulations and rules respecting the operation, condition, inspection and safety of its trains, locomotives, cars, and equipment while such trains, locomotives, cars and equipment are being operated over the Facilities. WSRY shall indemnify, protect, defend, and save harmless A & R and its officers, agents and employees from and against all fines, penalties and liabilities imposed upon A & R or its officers, agents and employees under such laws, rules, and regulations by any public authority or court having jurisdiction in the premises, when attributable in any manner to the failure of WSRY to comply with its obligations under this Section 4.01.

Section 4.02. Compliance with A & R Operating Rules. WSRY shall comply in all respects with the operating rules and regulations of A & R in WSRY's use of the Facilities.

Section 4.03. Train Stoppage. In the event that a train of WSRY shall be forced to stop on the Facilities, and such stoppage is due to insufficient hours of service remaining among WSRY's crew, or due to mechanical failure of WSRY's equipment, or any

other cause not resulting from an accident or derailment, and such train is unable to proceed, or if in emergencies, crippled or otherwise defective cars are set out of WSRY's trains on the Facilities, A & R shall have the option to furnish motive power or such other assistance (including but not limited to the right to recrew WSRY's trains) as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off the Facilities, provided, however, WSRY will pay all of A & R's expenses and indemnify A & R fully for any liabilities arising or alleged to be arising out of such actions.

Section 4.04. Labor Claims. WSRY agrees to wholly reimburse A & R for the payment by A & R of any labor claims or labor protection costs and expenses, which may result from WSRY's use of the Facilities or withdrawal from use of the Facilities.

Section 4.05. Mileage and Car Hire. All mileage and car hire charges accruing on equipment in WSRY's trains on the Facilities shall be assumed by WSRY and reported and paid directly to the owner of such cars

Section 4.06. No Coordination. This agreement is not for the purpose of coordinating the work of the parties. The parties agree that trains and cars handled by WSRY train and engine crews shall be in its account and that trains and cars handled by A & R train and engine crews shall be in its account except for isolated incidental movements, such as handling bad order cars or clearing a wreck on the Facilities. The work of train and engine crews of the parties shall not be coordinated.

ARTICLE FIVELIABILITY

Section 5.01. WSRV Liability. Whenever any loss of, damage to or destruction of any property whatsoever, or injury or death of any person or persons whomsoever, occurs with the trains, locomotives, cars or equipment of, or in the account of WSRV, WSRV shall assume all liability therefor, including without limitation all cost and expense referred to in Section 3.03 hereof, and shall forever protect, defend, indemnify and save harmless A & R and its officers, agents and employees from and against any such liability, cost and expense, regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance or misfeasance of A & R or its officers, agents or employees.

Section 5.02. A & R Liability. Whenever any loss of, damage to or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, occurs with the trains, locomotives, cars or equipment of, or in the account of, only A & R being involved, A & R shall assume all liability therefor, and bear all cost and expense in connection therewith, including without limitation all cost and expense referred to in Section 3.03 hereof, and shall forever protect, defend, indemnify and save harmless WSRV and its officers, agents and employees from and against any such liability, cost and expense.

Section 5.03. Equipment Defined. For the purpose of this Article Five, the word "equipment" shall mean and be confined to (i) cabooses, (ii) vehicles and machinery which are capable of

being operated on railroad tracks that, at the time of an occurrence, are being operated on the Facilities, and (iii) vehicles and machinery that, at the time of an occurrence, are on the Facilities or its right of way for the purpose of maintenance or repair thereof or the clearing of wrecks thereon.

Section 5.04. Settlement of Claims. Excluding freight loss and damage claims filed in accordance with Section 11707 of the Interstate Commerce Act, neither party shall settle or compromise any claim, demand, suit or cause of action for which the other party has any liability under this Agreement without the concurrence of such other party if the consideration for such settlement or compromise exceeds One Thousand Dollars (\$1,000).

ARTICLE SIX

INVESTIGATION

All claims, injuries, death, property damages and losses arising out of or connected with this Agreement shall be investigated, adjusted and defended by the party bearing the liability, cost, and expense therefor under the provisions of this Agreement; provided, however each party will investigate, adjust and defend all freight loss and damage claims filed with it in accordance with Section 11707 of the Interstate Commerce Act. It is understood that nothing in this Article shall modify or waive the conditions, obligations, assumptions or apportionments provided in Article Five hereof

ARTICLE SEVENDEFAULT AND TERMINATION

In the event of any substantial failure on the part of WSRV to perform its obligations under this Agreement and its continuance in such default for a period of five (5) days after written notice given in accordance with Section 10.01 by A & R, A & R shall have the right at its option, after first giving two (2) days notice thereof by written notice given in accordance with Section 10.01, and notwithstanding any waiver by A & R of any prior breach thereof, to terminate the Trackage Rights and WSRV's use of the Facilities. The exercise of such right by A & R shall not impair its rights under this Agreement or any cause or causes of action it may have against WSRV for the recovery of damages.

ARTICLE EIGHTCOMPENSATION AND BILLING

Section 8.01. Current Charge. The factor to be used in calculating payments to be made by WSRV for the Trackage Rights covered by this Agreement shall be twenty-one cents (\$0.21) per car mile (loaded and empty) (hereinafter referred to as the "Current Charge"). WSRV will pay A & R a sum computed by multiplying: (i) the Current Charge, as may be revised in accordance with Section 8.03 of this Agreement, by (ii) the number of cars (loaded or empty), locomotive, and caboose units moved by WSRV with its own crews and power over the Facilities by (iii) the miles of Facilities used. Each locomotive unit and each caboose, for the purpose of this Agreement, shall be counted as one car.

Section 8.02. Billing. At the end of each month, WSRY will furnish to A & R a statement of the number of cars, locomotives, cabooses, and total car miles operated by WSRY over the Facilities during the month. Based on this statement, A & R will render to WSRY a bill, computed in accordance with the provisions of this Article 8, for WSRY's use of the Facilities.

Section 8.03. Revision of Current Charge.

(a) The Current Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs subsequent to the base year, as hereinafter provided

(b) The Current Charge set forth in Section 8.01 of this Agreement shall be revised effective July 1 of each year, beginning July 1, 1996, to compensate for 75% of the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the Annual Indices of Charge-Out Prices and Wage Rates (using the base year most recently designated by the Association of American Railroads prior to the Effective Date of this Agreement ("Current AAR Index")), Series RCR, included in "AAR Railroad Cost Recovery Index" and supplements thereto, issued by the Association of American Railroads. In making such determination, the final "Material prices, wage rates and supplements combined (excl. fuel)" index for the Eastern District shall be used and the final index figure for the calendar year 1994, hereinafter referred to as the "Current Year", shall be taken as the base. The Current Charge shall be revised by calculating the percentage of increase, or decrease, in the index of the year to be escalated as related to

the Current Year; then multiplying this percentage of increase or decrease by 75%; and applying that percentage to the Current Charge and to the Additional Charge

(c) By way of example, assuming "A" to be the "Material prices, wage rates and supplements combined (excl. fuel)" final index figure for the Current Year; "B" to be the "Material prices, wage rates and supplements combined (excl. fuel)" final index figure for the calendar year to be escalated; "C" to be the Current Charge; "D" to be the percentage of increase or decrease; and "E" to be the adjusted revised percentage of increase or decrease, the revised Current Charge would be determined by the following formula:

$$(1) \frac{B - A}{A} = D$$

$$(2) D \times 75\% = E$$

$$(3) (C \times E) + C = \text{revised Current Charge, rounded to the nearest cent (5 mills rounds to next cent), effective July 1 of the year being escalated.}$$

(d) In the event the Current AAR Index for the Annual Indices of Charge-Out Prices and Wage Rates issued by the Association of American Railroads shall be changed, a new Current AAR Index will be agreed upon in writing by mutual consent of the parties. If the Association of American Railroads or any successor organization discontinues publication of the Annual Indices of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the

percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the matter will be referred to the Interstate Commerce Commission or its successor body for determination. In the event said Commission or successor body is without jurisdiction to make such a determination, the parties shall submit the matter to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator so appointed by said Association shall be final and binding upon the parties hereto. Each party to the arbitration shall pay the compensation, costs, fees, and expenses of its own witnesses, exhibits, and counsel. The compensation, costs, and expenses of the arbitrator shall be borne equally by such parties.

(e) At the option of either party hereto the compensation provided for in this Article 8 of this Agreement shall be open to renegotiation every five (5) years from the Effective Date. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Agreement and the parties shall continue to be bound by the terms of compensation provided in said Section and Article for the remainder of the term of this Agreement.

#### ARTICLE NINE

##### GOVERNMENT APPROVAL. EFFECTIVE DATE

Subject to any necessary Interstate Commerce Commission approval or exemption (class or specific), this Agreement shall become effective as of the date of WSRV's first use of said



valid and enforceable as though the invalid or unenforceable provision had not been a part hereof.

Section 10.04. Titles. The title of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

WINAMAC SOUTHERN RAILROAD  
COMPANY

By *Daniel R. Frick*  
Daniel R. Frick  
Its President

A. & R. LINE, INC.

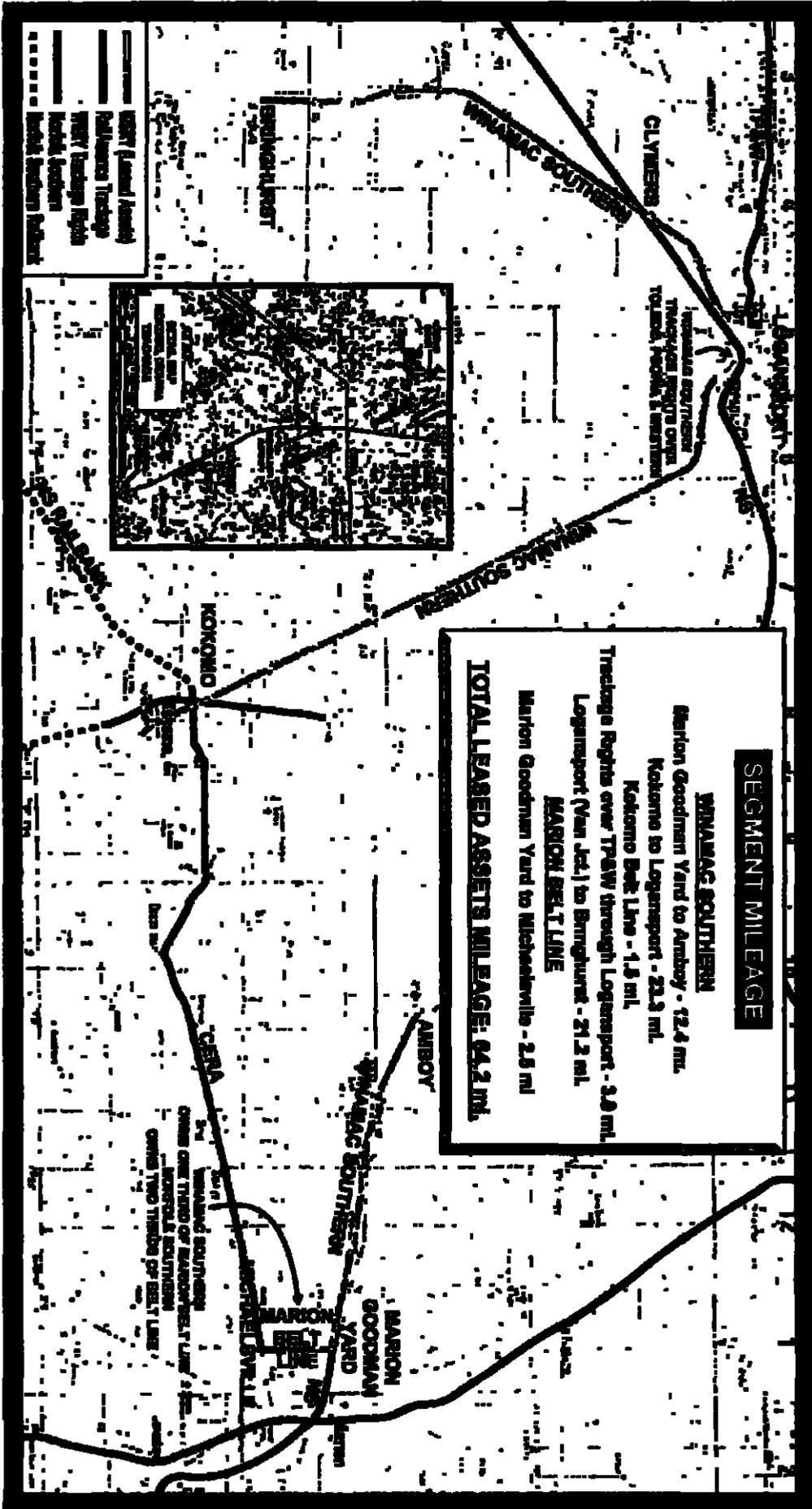
By *Daniel R. Frick*  
Daniel R. Frick  
Its President

Exhibit "1"

FACILITIES

Logansport Secondary, Line 3107

BEGINNING at Railroad Mile Post 71.5 (a.k.a. Railroad Mile Post 198.6), in a general easterly direction, on Line Code 3107 in the Township of Eel, passing through the City of Logansport to END at Railroad Mile Post 74.5 (approximately a k.a. Railroad Mile Post 195.5).



**WINAMAC SOUTHERN RAIL SYSTEM**

EXHIBIT 1

**CAPTION SUMMARY**

**SURFACE TRANSPORTATION BOARD  
NOTICE OF EXEMPTION**

Finance Docket No 35208

*Winamac Southern Railway Company  
-- Trackage Rights Exemption --  
A&R Line, Inc (Now Owned By  
Toledo, Peoria and Western Railway Corporation)*

A&R Line, Inc (A&R) has agreed to grant overhead trackage rights to Winamac Southern Railway Company (WSRY) over A&R's rail line between Milepost No 71.5 at or near Van and Milepost No 74.5 at or near Logansport, a distance of approximately 3.0 miles in Cass County, Indiana. The Van-Logansport rail line is now owned by Toledo, Peoria and Western Railway Corporation (TPW). This Notice is being filed to cure an oversight, i.e., WSRY's failure to file a notice of exemption for such trackage rights which were agreed to on July 17, 1995. The trackage rights will be effective on or shortly after the 30<sup>th</sup> day following the filing of this Verified Notice of Exemption.

This notice is filed under 49 C.F.R. § 1180.2(d)(7). 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 stay the transaction. If the notice of exemption contains false or misleading information the exemption is void *ab initio*. Any petitions to revoke filed with the Board must be served on Applicants' representative, Thomas F. McFarland, Thomas F. McFarland, P.C., 208 South LaSalle Street, Suite 1890, Chicago, IL 60604-1112, (312) 236-0204.

Dated \_\_\_\_\_

By the Board

Anne K. Quinlan, Acting Secretary

VERIFICATION

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

THOMAS F McFARLAND, being duly sworn on oath, deposes and states that he has read the foregoing notice, that he knows the contents thereof, and that the facts therein stated are true and correct



*Thomas F McFarland*  
\_\_\_\_\_  
THOMAS F McFARLAND

SUBSCRIBED AND SWORN to  
before me this 10<sup>th</sup> day  
of December, 2008

*Kathleen Lenhan*  
\_\_\_\_\_  
Notary Public

My Commission Expires 1/25/2010