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STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

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Illinois Commerce Commission
RAIL SAFETY SECTION

IN THE MATTER OF:)

CITY OF LAKE FOREST, ILLINOIS,)

Petitioner,)

v.)

UNION PACIFIC RAILROAD COMPANY,)
and the ILLINOIS DEPARTMENT OF)
Illinois Department of Transportation, Respondents)

Petition for an Order of the Illinois Commerce)
Commission pertaining to the existing grade crossing)
of Westleigh Road with the tracks of the Union Pacific)
Railroad Company in the City of Lake Forest, Illinois,)
directing the installation of automatic protective)
pedestrian crossing gates, and dividing the costs among)
the parties, and directing that a portion of cost of)
installing automatic protective pedestrian crossing gates)
be borne by the Grade Crossing Protection Fund of the)
Motor Fuel Tax Law.)

Petition for an Order of the Illinois Commerce)
Commission pertaining to the existing grade crossing)
of Old Elm Road with the tracks of the Union Pacific)
Railroad Company in the City of Lake Forest, Illinois,)
directing the installation of automatic protective)
pedestrian crossing gates, and a grade crossing pad.)

No. T00-0098

Consolidated with
No. T00-0099

MOTION TO DISMISS
SECOND SUPPLEMENTAL FILING

NOW COMES petitioner, The City of Lake Forest, Illinois ("City"), pursuant to Title 83 Ill. Admin. Code § 200.190, and moves the Illinois Commerce Commission ("Commission") for an order dismissing the Second Supplemental Filing of respondent, Union Pacific Railroad Company ("UPRR"), and in support hereof states:

DOCKETED

PRELIMINARY STATEMENT

1. On May 12, 2005 – more than twenty-one months following the entry of a final order of the ICC in these proceedings – the UPRR filed its “Second Supplemental Filing” seeking the following relief:

- (a) an order directing the City to comply with the Commission’s prior orders in this matter;
- (b) an order directing the City to reimburse the UPRR “for the costs incurred for the pedestrian gate signalization” at two at-grade crossings described therein;
- (c) alternatively, an order reinstating the Commission’s order of February 15, 2001 “in order to establish an effective order requiring payment to the [UPRR] of the invoiced amounts;” and
- (d) granting the second supplemental filing without further hearing. *Second Supplemental Filing*, at pp. 6-7.

2. The Second Supplemental Filing is brought pursuant to Section 200.190, and as indicated by the requested relief, is tantamount to a motion for reconsideration of the Commission’s order of February 15, 2001, as made final by the last order of the Commission entered herein on July 23, 2003. Therefore, the Second Supplemental Filing is subject to the requirements imposed by Section 18(c)-2110 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-2110.

3. Pursuant to Section 18(c)-2110(d), a motion for reconsideration “must be filed within 30 days after service of the order.” Here, the Second Supplemental Filing was not filed within 30 days after service of the Commission’s order of July 23, 2003, and is therefore untimely. For this reason the Second Supplemental Filing must be dismissed.

4. Even if the Commission were to find that the Second Supplemental Filing is not untimely, the UPRR’s reimbursement claim still would lack merit. Neither the Commission’s prior orders in these proceedings, nor the agreements between the UPRR and the City calls for

the reimbursement of the invoiced amounts. Moreover, the Commission's July 23, 2003 order expressly vacated the prior orders and "held them for naught," and consequently the agreements entered into pursuant to these proceedings are no longer effective. Finally, the UPRR never installed the pedestrian crossing gates at either location, so no reimbursable costs were ever incurred by the UPRR. Accordingly, the Second Supplemental Filing must be dismissed.

FACTS

5. The UPRR owns and operates a certain rail crossing at Westleigh Road in the City of Lake Forest, Illinois, at Mile Post 27.97, Milwaukee Subdivision, DOT No. 176821 ("*Westleigh Road Crossing*"). The UPRR also owns and operates a rail crossing at Old Elm Road in the City at Mile Post 26.85, Milwaukee Subdivision, DOT No. 176822Y ("*Old Elm Road Crossing*").

6. Both Westleigh Road and Old Elm Road are maintained by the City. A sidewalk runs along Westleigh Road on the south side of the street and extends through the Westleigh Road Crossing. The same is true for the Old Elm Road Crossing, except that the sidewalk there is located on the north side of the street. Neither crossing is equipped with automatic protective pedestrian crossing gates ("*Pedestrian Gates*").

7. On October 2, 2000, the City filed separate petitions with the Commission, seeking authorization for a new pedestrian grade crossing surface ("*Crossing Surface*") along the south side of the Old Elm Road Crossing. The City was also seeking authorization to have six Pedestrian Gates installed by the UPRR at both crossings (two for the south quadrants of the Westleigh Road Crossing, and one for each of the quadrants at the Old Elm Crossing). In its petitions, the City proposed that the UPRR install, maintain and operate the Pedestrian Gates and Crossing Surface.

8. Following a hearing before the Commission in November 2000, the Commission entered an order in those proceedings ("*February 15, 2001 Order*") whereby it ordered the UPRR to install all six Pedestrian Crossing gates at the Westleigh Road and Old Elm Road crossings, and to install a Crossing Surface on the south side of the Old Elm Road Crossing. The Commission ordered the City to be solely responsible for "the cost of construction of the [Pedestrian Gates] at both locations and for the installation of the [Crossing Surface] at Old Elm Road." The cost of construction of these improvements was estimated to be \$115,198. The Commission ordered the UPRR to bear the maintenance costs for these improvements. In the February 15 2001 Order, the Commission expressly retained jurisdiction "for the purpose of issuing any supplemental order or orders as it may deem necessary." A true copy of the February 15, 2001 Order is attached as Exhibit 1.

9. On May 23, 2001, after the UPRR petitioned the Commission to reconsider a portion of the February 15, 2001 Order that assigned it responsibility for future maintenance expense of the Pedestrian Gates and Crossing Surface, the Commission entered an amended order shifting responsibility for maintenance expenses to the City ("*May 23, 2001 Amendatory Order*").

10. On August 2, 2002, the UPRR and the City entered into two agreements, one for the Westleigh Road Crossing improvement project ("*Westleigh Road Agreement*"), and the other for the Old Elm Road improvement project ("*Old Elm Road Agreement*"). The agreements reflected the orders of the Commission, specifically providing that the City would reimburse the UPRR "for one hundred percent (100%) of the Railroad's labor and material costs associated with the work and materials described in Section 1 above." Under Section 1 of the Agreements, the Railroad was responsible for furnishing "all labor, material, equipment and supervision for the installation of four pedestrian gates . . ." The agreements do not call for the City to reimburse

the UPRR's off-site engineering or shipping costs, items reflected in the "invoiced amounts." True copies of the Westleigh Road Agreement and the Old Elm Road Agreement are attached hereto as Exhibits 2 and 3, respectively.

11. On December 20, 2002, the City filed a supplemental petition with the Commission seeking to cancel the construction of the sidewalk extension and to eliminate the installation of the Pedestrian Gates and Crossing Surface on the south side of Old Elm Road.

12. In response, the Commission entered a second supplemental order granting the City's supplemental petition in its entirety on January 23, 2003 ("*January 23, 2003 Second Supplemental Order*").

13. On June 16, 2003, the City filed a Second Supplemental Petition requesting that the Commission dismiss the City's original petitions and vacate the Commission's February 15, 2001 Order, the May 23, 2001 Amendatory Order, and the January 23, 2003 Second Supplemental Order. The reasons for the City's request were 1) pedestrian safety would only be enhanced marginally; 2) the cost of the work had escalated and the City did not have the necessary funds; and 3) maintenance would be too expensive.

14. On July 23, 2003, the Commission, in finding that the City's request was "fair and reasonable," entered an order ("*July 23, 2003 Third Supplemental Order*") whereby it dismissed the City's petitions and "vacated" and "held for naught." the February 15, 2001 Order, the May 23, 2001 Amendatory Order, and the January 23, 2003 Order. The July 23, 2003 Third Supplemental Order, deemed a "final order" by the Commission, effectively eliminated any obligation on the City and the UPRR to install, construct, maintain, or pay for any of the improvement projects. A true copy of the July 23, 2003 Order is attached as Exhibit 4.

15. The Second Supplemental Filing, filed herein on May 12, 2005, seeks a new Commission order directing the City to reimburse UPRR for the "costs incurred for the

pedestrian gate signalization project at the Westleigh Road Crossing and the Old Elm Road Crossing.” In the alternative, the UPRR requests that the Commission “reinstate” the February 15, 2001 Order and “assert the retained jurisdiction for the purpose of issuing a supplemental order,” or any such order that would effectively require the City to pay two invoices that the UPRR has submitted to the City.

16. The UPRR issued the first invoice, No. 621875, on August 19, 2003 for \$49,271.79 (“First Invoice for Westleigh Road”). According to the invoice, the amount reflects engineering and signaling costs allegedly incurred by UPRR for work related to, or performed at, the Westleigh Road Crossing. UPRR issued the second invoice, No. 634184, on November 11, 2003 for \$8,039.41 (“Second Invoice for Old Elm Road”). The Second Invoice reflected engineering costs UPRR allegedly incurred for work related to, or performed at, Old Elm Road.

17. The City has disavowed any obligation under the Commission’s orders or the City’s agreements with the UPRR to reimburse the UPRR for its claimed off-site engineering costs, as reflected in the two invoices.

ARGUMENT

A. Commission Lacks Jurisdiction

18. The prayer for relief set forth in the Second Supplemental Filing makes clear that the UPRR is seeking the reconsideration of the Commission’s orders in these proceedings. In particular, the UPRR is seeking the following alternative relief:

Reinstate the Commission’s order of February 15, 2001 and assert the retained jurisdiction for the purpose of issuing a supplemental order or orders as the Commission may deem necessary *in order to establish an effective order requiring payment to the Union Pacific Railroad Company of the invoiced amounts in Bill Number 681875 for \$49,271.79 and Bill Number 634184 in the amount of \$8,039.41* [emphasis added].

Second Supplemental Petition, at pp. 6-7. The clear implication of the quoted text is the UPRR's recognition that the Commission's prior orders *do not* require payment by the City of the invoiced amounts. Such relief, therefore, would require the Commission to reopen the proceedings, reconsider its prior orders, and modify them to suit the UPRR's demands.

19. The July 23, 2003 Third Supplemental Order is a final Commission order. It provides in pertinent part:

IT IS FURTHER ORDERED that in accordance with Chapter 625 ILCS 5/18c-2201 and 5/18c-2206 of the Illinois Commercial Transportation Law, *this is a final order* subject to the Administrative Review Law [emphasis added].

Section 18c-2201(4) provides that judicial review pursuant to the Administrative Review Law "*shall be exclusive of all other remedies at law or equity* in regard to review of Commission actions, regulations *or orders*" [emphasis added].

20. Pursuant to Section 18c-2110(d), a motion seeking the reconsideration, rehearing or reopening of proceedings before the Commission "must be filed within 30 days after service of the order, or of the action or inaction appealed, unless the time for filing a motion is extended by the Commission in writing." 625 ILCS 5/18c-2110(d).

21. Because the UPRR's Second Supplemental Filing was not filed within 30 days following the July 23, 2003 Third Supplemental Order, the Commission lacks jurisdiction to grant the requested relief. In *Liberty Trucking Co. v. Illinois Commerce Commission*, 81 Ill.App.3d 466 (2d Dist. 1980), the court held that a failure to meet the statutory filing deadline for a motion for reconsideration deprives the Commission of jurisdiction. "It is clear from the mandatory language of this statute that these provisions operate as a limitation on the Commission's power and that rehearings may only be conducted within this statutory framework." *Id.*, 81 Ill.App.3d at 470. See also *People ex rel. Illinois Highway Transp. Co. v.*

Biggs, 402 Ill. 401 (1949) (time within which appellant could file petition for rehearing expired 30 days after service of final order).

22. If the UPRR wanted relief from the terms of the July 23, 2003 Third Supplemental Order, it was incumbent on the UPRR to seek such relief within 30 days after service of that order. The UPRR's failure to file within the 30-day deadline is fatal to its claims here.

B. Commission Did Not Retain Jurisdiction.

23. The prayer for relief set forth in the Second Supplemental Filing also suggests that the Commission has retained jurisdiction over these proceedings, but the UPRR is wrong. While the Second Supplemental Filing seeks "to assert the retained jurisdiction," it is clear that the July 23, 2003 order, unlike the February 15, 2001, sets forth no express provision by which the Commission retained jurisdiction.

C. Commission's Orders Impose No Engineering Cost Reimbursement Obligation on the City.

24. The prayer for relief set forth in the Second Supplemental Filing also seeks an order directing the City to comply with the Commission's prior orders in these proceedings and to reimburse the UPRR "for the costs incurred for the pedestrian gate signalization project at the Westleigh Road Crossing and the Old Elm Road Crossing." A close reading of the prior orders, however, reveals that the Commission *never* ordered the City to reimburse the UPRR for the UPRR's claimed engineering expenses, and the UPRR is wrong to suggest otherwise. Instead, the February 15, 2001 order limits the City's obligation to the "*cost of construction*" of the Pedestrian Gates at both locations and the "*cost of installation*" of the Crossing Surface at Old Elm Road.

25. Moreover, the July 23, 2003 Third Supplemental Order “vacated and held for naught” all prior orders entered by the Commission in these proceedings. Therefore, even if the Commission were to grant the UPRR’s request by ordering the City to comply with the Commission’s prior orders (an unnecessary step because the City indeed has complied), those orders simply do not impose any obligation on the City to reimburse the UPRR for the claimed engineering expenses.

D. Improvement Agreements Do Not Require Reimbursement of Engineering Expenses

26. The Second Supplemental Filing suggests that the agreements between the UPRR and the City require the City to reimburse the UPRR for its claimed engineering expenses. The Second Supplemental Filing states:

The UPRR disagrees with the assumption of the City’s attorney that the agreements referenced in this matter do not provide for the payment to the UPRR for the services and materials provided in complying with the order of the Commission in this matter.

Again, the UPRR is wrong in two respects. First, it is not an “assumption” by the City, it is a fact that the UPRR’s engineering costs are *not* reimbursable under the terms of the agreements. Instead, only the cost of materials and installation must be reimbursed. *See Agreements, at Exhibits 2 and 3, at ¶ 1-2.*

E. The UPRR Never Installed Any Pedestrian Gates.

27. According to the Second Supplemental Filing, “the UPRR in good faith proceeded in accordance with the terms of the Order of the Commission to design, estimate, fabricate and install the required Pedestrian Gate Systems.” Once again, the UPRR is wrong.

28. The UPRR never installed any of the six Pedestrian Gates that the Commission ordered it to install pursuant to the terms of the February 15, 2001 order. No construction ever commenced, and therefore no costs for construction or installation were ever incurred by the

UPRR. The costs for which the UPRR seeks reimbursement are neither reimbursable under any obligation imposed on the City by order or agreement, nor incurred by the UPRR pursuant to the Commission's prior orders. The reimbursement claim should be rejected in its entirety.

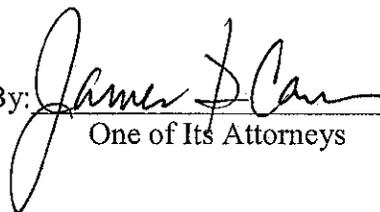
WHEREFORE, petitioner, the City of Lake Forest, Illinois respectfully requests the Commission to enter an order granting the City the following relief.

- a. granting the City's motion to dismiss a Second Supplemental Filing on the grounds that it was filed untimely, *i.e.*, more than 30 days following the entry of an final order in these proceedings;
- b. in the alternative, dismissing the Second Supplemental Filing on the grounds that neither the Commission's prior orders nor the agreements between the UPRR and the City require the City to reimburse the UPRR for the claimed engineering expenses;
- c. denying the claim for reimbursement for engineering expenses under the Second Supplemental Filing because the Pedestrian Gates were never installed at either location; and
- d. if the motion to dismiss is denied, setting this matter for an evidentiary hearing at the first convenience of the Commission.

May 26, 2005

Respectfully submitted,

THE CITY OF LAKE FOREST, ILLINOIS

By:  _____
One of Its Attorneys

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STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

City of Lake Forest, Illinois :

vs. :

Union Pacific Railroad Company and :
the Illinois Department of Transportation :

Petition for an Order of the Illinois :
Commerce Commission pertaining to :
the existing grade crossing of Westleigh :
Road with the tracks of the Union :
Pacific Railroad Company in the City of :
Lake Forest, Illinois, directing the :
installation of automatic protective :
pedestrian crossing gates, and dividing :
the costs among the parties, and di- :
recting that a portion of the cost of :
installing automatic protective :
pedestrian crossing gates be borne by :
the Grade Crossing Protection Fund of :
the Motor Fuel Tax Law. :

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Petition for an Order of the Illinois :
Commerce Commission pertaining to :
the existing grade crossing of Old Elm :
Road with the tracks of the Union :
Pacific Railroad Company in the City of :
Lake Forest, Illinois, directing the instal- :
lation of automatic protective pedestrian :
crossing gates and a grade crossing :
pad. :

Consolidated with
T00-0099

ORDER

By the Commission:

On October 4, 2000, the City of Lake Forest, Illinois ("Petitioner") filed the above-captioned petitions with the Illinois Commerce Commission ("Commission") naming as Respondents the Union Pacific Railroad Company ("the Railroad") and the Illinois Department of Transportation ("IDOT").

Pursuant to notice, the matter came on for hearing before a duly authorized Hearing Examiner of the Commission at the Commission's Chicago office on November 14, 2000. Petitioner and the Railroad were represented by counsel. An appearance was also entered by Robert Berry, a member of the Commission staff, Transportation Division, Railroad Section. Testimony and evidence were provided by Petitioner's Director of Public Works, Ken Leone and by Dennis J. Davitt, Manager of Industry Public Projects for the Railroad. At the conclusion of the hearing, the record was marked "Heard and Taken." Post-hearing briefs were filed by Petitioner, the Railroad, and Commission staff.

Westleigh Road is maintained by Petitioner and extends generally east and west through the City of Lake Forest, crossing U.S. Highway 41 and the tracks of the Railroad. The location of the crossing of Westleigh Road and the Railroad's tracks is identified as U.S. DOT Inventory #176821S, milepost 27.97. The crossing is approximately two hundred feet (200') west of U.S. Highway 41 and approximately sixty feet (60') west of the Skokie Valley Bike Trail. In addition, there is a pedestrian walkway running parallel on the south side of Westleigh Road west from U.S. Highway 41 crossing the Railroad's tracks at this location and continuing west, past Waukegan Road to the western City Limit. There is no pedestrian crossing gate on the south side of Westleigh Road at this location. Railroad traffic at this location consists of twenty-two (22) regularly scheduled freight train movements daily.

Old Elm Road is maintained by Petitioner and extends generally east and west through the City of Lake Forest, crossing U.S. Highway 41 and the tracks of the Railroad. The location of the crossing of Old Elm Road and the Railroad's tracks is identified as U.S. DOT Inventory #176822Y, milepost 26.85. The crossing is approximately two hundred feet (200') west of U.S. Highway 41 and approximately sixty feet (60') west of the Skokie Valley Bike Trail. It is adjacent to Northcroft Park, a popular city park which generates pedestrian and bicycle traffic from residential areas both east and west of U.S. Highway 41. In addition, there is a pedestrian walkway running parallel on the south side of Old Elm Road west from Highway 41 to the Skokie Valley Bike Trail only. Petitioner plans to extend this southern sidewalk on the west side of U.S. Highway 41 continuing west of the bike trail which will cross the Railroad's tracks. This sidewalk will connect with an existing pedestrian and bicycle path system in Northcroft Park. There is also a sidewalk on the north side of Old Elm Road which crosses the Railroad's tracks. There are no pedestrian crossing gates on either the north or south side of Old Elm Road. Railroad traffic at this location consists of twenty-two (22) regularly scheduled freight train movements daily.

By reason of the volume of railroad traffic in these two locations, combined with the pedestrian and bicycle traffic travelling to and from the Skokie Valley Bike Trail and Northcroft Park, the crossings warrant the installation of automatic protective pedestrian crossing gates at both locations and a pedestrian grade crossing surface on the south side of the vehicular crossing surface at the Old Elm Road crossing to connect the existing pedestrian sidewalk with the sidewalk extension which Petitioner will construct west of the Railroad's tracks. The installation of automatic protective pedestrian

crossing gates and a grade crossing surface is necessary in the interests of public safety, as recent school redistricting will require children to cross the railroad tracks en route to school.

Petitioner will be responsible for the costs associated with the project but cannot itself install, own, or maintain the gates and grade crossing surface as they will be located on property owned and controlled by the Union Pacific Railroad Company.

Railroad staff has reviewed the record in this matter and takes no position on the efficacy of pedestrian warning systems. However, in response to Petitioner's request that a portion of the cost be borne by the Grade Crossing Protection Fund of the Motor Fuel Tax Law, Mr. Berry points out that the types of improvements eligible for funding support do not include pedestrian crossing warning systems. Nor has the Commission ever approved the use of the Fund for such systems. Petitioner herein, the City of Lake Forest, will have to bear one hundred percent (100%) of the cost of the pedestrian warning systems installed. The Commission in the past and in this case as well, will require the Railroad to bear the cost of maintenance once the systems are installed.

In its post-hearing brief, the Railroad provided cost estimates of possible types of pedestrian warning systems. In its post-hearing brief, Petitioner indicated a preference for pedestrian gates, in each crossing quadrant, at both the Old Elm and Westleigh Road crossings, at the total estimated cost of \$115,198.

Estimates provided by the Railroad for four pedestrian gates at Old Elm Road are:

Labor and materials	\$70,936
Signal interconnection	1,000

For two pedestrian on the south side of Westleigh Road, the Railroad estimates:

Labor and materials	\$42,262
Signal interconnection	1,000
 Total	 \$115,198.

The Commission, having considered the evidence of record, is of the opinion and finds that:

- (1) the City of Lake Forest, Illinois, is a political subdivision organized and existing under and by virtue of the laws of the State of Illinois;
- (2) the Union Pacific Railroad Company is a Utah corporation engaged in the transportation of persons and/or property by rail in the State of Illinois and as such, is a rail carrier as defined by the Illinois Commercial Transportation Law;

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- (3) the Illinois Department of Transportation is a department of the State of Illinois;
- (4) the Commission has jurisdiction of the subject matter and parties herein;
- (5) the recitals of fact set forth in the prefatory portion of this order are supported by evidence of record and are hereby adopted as findings of fact;
- (6) it is fair and reasonable that the entire cost of the installation of the pedestrian warning systems be borne by the City of Lake Forest, Illinois;
- (7) it is fair and reasonable that the cost of future maintenance of the pedestrian warning systems be borne by the Union Pacific Railroad Company;
- (8) the project, including the construction by the City of Lake Forest of the proposed pedestrian sidewalk should be completed within one year of the date of this Order.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that Union Pacific Railroad Company is required and directed to construct four automatic protective pedestrian crossing gates, one device in each quadrant, at the crossing of its tracks at Old Elm Road in Lake Forest, Illinois; the location identified as U.S. DOT #176822T, milepost 26.85.

IT IS FURTHER ORDERED that Union Pacific Railroad Company is directed and required to construct two automatic protective pedestrian crossing gates, one device in each south quadrant, at the crossing of its tracks at Westleigh Road in the two south quadrants; the location identified as U.S. DOT #176821S, milepost 27.97

IT IS FURTHER ORDERED that Union Pacific Railroad Company is directed and required to install a pedestrian grade crossing surface on the south side of Old Elm Road to accommodate the new sidewalk to be installed by the City of Lake Forest, Illinois.

IT IS FURTHER ORDERED that the cost of the construction of the automatic protective pedestrian crossing gates at both locations and for the installation of the pedestrian grade crossing surface at Old Elm Road be, and the same is hereby, the sole responsibility of the City of Lake Forest, Illinois.

IT IS FURTHER ORDERED that future maintenance of the automatic pedestrian crossing gates at both locations and for the pedestrian grade crossing

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surface at Old Elm Road be, and the same is hereby, the sole responsibility of Union Pacific Railroad Company.

IT IS FURTHER ORDERED that the City of Lake Forest, Illinois is required and directed to proceed with construction of an extension of the southern sidewalk on the west side of U.S. Highway 41 continuing west of the Skokie Valley Bike Trail, at the Old Elm Road location.

IT IS FURTHER ORDERED that the cost of the sidewalk extension and the future maintenance thereof is the sole responsibility of the City of Lake Forest, Illinois.

IT IS FURTHER ORDERED that Union Pacific Railroad Company is hereby required and directed to proceed with the project herein approved and in all aspects thereof to conform to the requirements of 92 Illinois Administrative Code ("I.A.C.") 1535.

IT IS FURTHER ORDERED that Union Pacific Railroad Company shall file Form 1 of 92 I.A.C. 1535 of this Commission showing details of the automatic warning devices herein required and shall receive approval thereof by X-Resolution before commencing the required work. However, if the circuitry to operate the new pedestrian gates is to be interfaced with the existing circuitry controlling the vehicular warning devices within the existing circuitry cabinet, the Railroad must file Form 3 with the Commission instead of Form 1.

IT IS FURTHER ORDERED that all work required of the Railroad and the City shall be completed within one (1) year of the date of this Order.

IT IS FURTHER ORDERED that Union Pacific Railroad Company and the City of Lake Forest, Illinois shall at six (6) month intervals from the date of this Order until the project has been completed, submit written reports to the Director of Processing, Transportation Division of the Commission stating the progress it has made toward completion of the work herein required. Each progress report shall include the Commission Order number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and project manager information (name, title, mailing address, telephone number, and facsimile number) of the employee responsible for management of the project.

IT IS FURTHER ORDERED that Union Pacific Railroad Company shall within five (5) days of the completion of the work herein, file with the Commission's Director of Processing, Transportation Division, a letter advising the Commission of completion of the installations.

IT IS FURTHER ORDERED that the Commission shall retain jurisdiction for the purpose of issuing any supplemental order or orders as it may deem necessary.

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IT IS FURTHER ORDERED that in accordance with Chapter 625 ILCS 5/18c-2201 and 5/18c-2206 of the Illinois Commercial Transportation Law, this is a final order subject to the Administrative Review Law.

By Order of the Commission this 15th day of February, 2001.



Chairman

1&T



EXISTING PUBLIC ROAD CROSSING
IMPROVEMENT AGREEMENT

BETWEEN

CITY OF LAKE FOREST

AND

UNION PACIFIC RAILROAD COMPANY

COVERING

PROPOSED RECONSTRUCTION OF THE EXISTING WESTLEIGH
ROAD AT-GRADE PUBLIC ROAD CROSSING

AT OR NEAR

LAKE FOREST,
LAKE COUNTY,
ILLINOIS

EXHIBIT 2

EXISTING PUBLIC ROAD CROSSING IMPROVEMENT AGREEMENT

Improvements to Existing Public Road At Grade Crossing
For Westleigh Road, DOT 176821S
Mile Post 27.97, Milwaukee Subdivision
Lake Forest, Lake County, Illinois

THIS AGREEMENT, executed in duplicate this 2nd day of August, 2002, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad"), and the **CITY OF LAKE FOREST**, a municipal corporation of the State of Illinois (hereinafter the "Political Body"), WITNESSETH:

RECITALS:

The Political Body has requested the Railroad to improve the existing Westleigh Road crossing, at grade, along, over and across the Railroad's track and right of way at Mile Post 27.97, Milwaukee Subdivision, DOT No. 176821S, at or near Lake Forest, Lake County, Illinois to which the Railroad is agreeable, but solely upon terms and conditions hereinafter set forth.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Railroad shall furnish all labor, material, equipment and supervision for, and shall install two pedestrian gates at the intersection of the Railroad's Milwaukee Subdivision Main Line Track with Westleigh Road at the location heretofore described, as shown generally on Railroad's print marked Exhibit A, hereto attached and hereby made a part hereof.
2. The Political Body agrees to reimburse the Railroad for one hundred percent (100%) of Railroad's labor and material costs associated with the work and materials described in Section 1 above; provided, however, that the Railroad labor and materials costs associated with the work described in Section 1 above shall not, in any event nor under any circumstances, exceed, and the Political Body shall not be obligated or required to reimburse the Railroad for any amount in excess of SIXTY-ONE THOUSAND FOUR HUNDRED TWENTY-THREE DOLLARS (\$61,423.00) ("Fixed Cost Amount"), as set forth in Estimate of Material and Force Account marked Exhibit B, hereto attached and hereby made a part hereof. During the performance of such work the Railroad will provide progressive billing to Political Body based on Railroad's costs associated with the work described in Section 1 above, but in no event nor under any circumstances shall the cumulative total of the progressive billing to the Political Body exceed the Fixed Cost Amount. Actual costs to the Railroad shall include customary additives to materials, services and labor provided by the Railroad; provided, however, that such customary additives shall not, in any event nor under any circumstances, cause the total amount of this Agreement to exceed the Fixed Cost Amount. Within 120 Days after Railroad has completed its work, the Railroad will submit

EXHIBIT 2

a final billing to Political Body for any balance owed. Political Body shall pay the Railroad within thirty (30) days of its receipt of all bills submitted by the Railroad.

3. The Political Body shall pay for the cost of future maintenance of the automatic pedestrian crossing gates at Westleigh Road, performance of such maintenance to be the sole responsibility of the Railroad as per Amendatory Order of Consolidated T Orders T00-0098 @ T00-0099 of Illinois Commerce Commission dated May 23, 2001, Marked Exhibit C, hereto attached and hereby made a part hereof ("ICC Orders").

4. The Railroad, at its cost, shall maintain the crossing between the track tie ends. If, in the future, the Political Body elects to have the surfacing material between the track tie ends replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing.

5. The Political Body, at its sole cost and expense, shall provide traffic control, barricades, and all detour signing for the crossing work, provide all labor, material and equipment to install concrete or asphalt street approaches, and if required, will install advanced warning signs, and pavement markings in compliance and conformance with the Manual on Uniform Traffic Control Devices.

6. If Political Body's contractor(s) is/are performing any work described in Section 4 above, then the Political Body shall require its contractor(s) to execute the Railroad's standard and current form of Contractor's Right of Entry Agreement attached hereto as Exhibit D and hereby made a part hereof. Political Body acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor(s) of the need to execute the Agreement. Under no circumstances will the Political Body's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement.

7. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body or its contractor(s) shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body or its contractor(s). If it is, Political Body or its contractor(s) will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

8. The parties acknowledge and agree that the February 15, 2002 expiration date to complete their respective work under the ICC Orders cannot reasonably be met, and each party shall in good faith support the other in their respective petitions to the Illinois Commerce Commission seeking an extension of time, which extension of time petition shall be for a period not less than 180 days.

9. The Political Body, for itself and for its successors and assigns, hereby waives any right of assessment against the Railroad, as an adjacent property owner, for any and all improvements made under this agreement.

10. Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of the Political Body shall be transferred or assigned, either voluntarily or involuntarily, except by express written agreement acceptable to the Railroad.

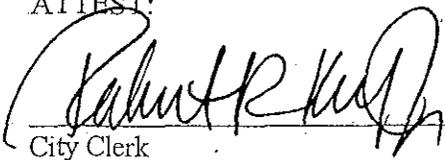
11. The Political Body shall, when returning this agreement to the Railroad (signed), cause same to be accompanied by such Order, Resolution, or Ordinance of the governing body of the Political Body, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this agreement on behalf of the Political Body with the power so to do, and which also will certify that funds have been appropriated and are available for the payment of any sums herein agreed to be paid by Political Body.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first hereinabove written.

UNION PACIFIC RAILROAD COMPANY

By  _____
Director Contracts

ATTEST:

 _____
City Clerk

CITY OF LAKE FOREST

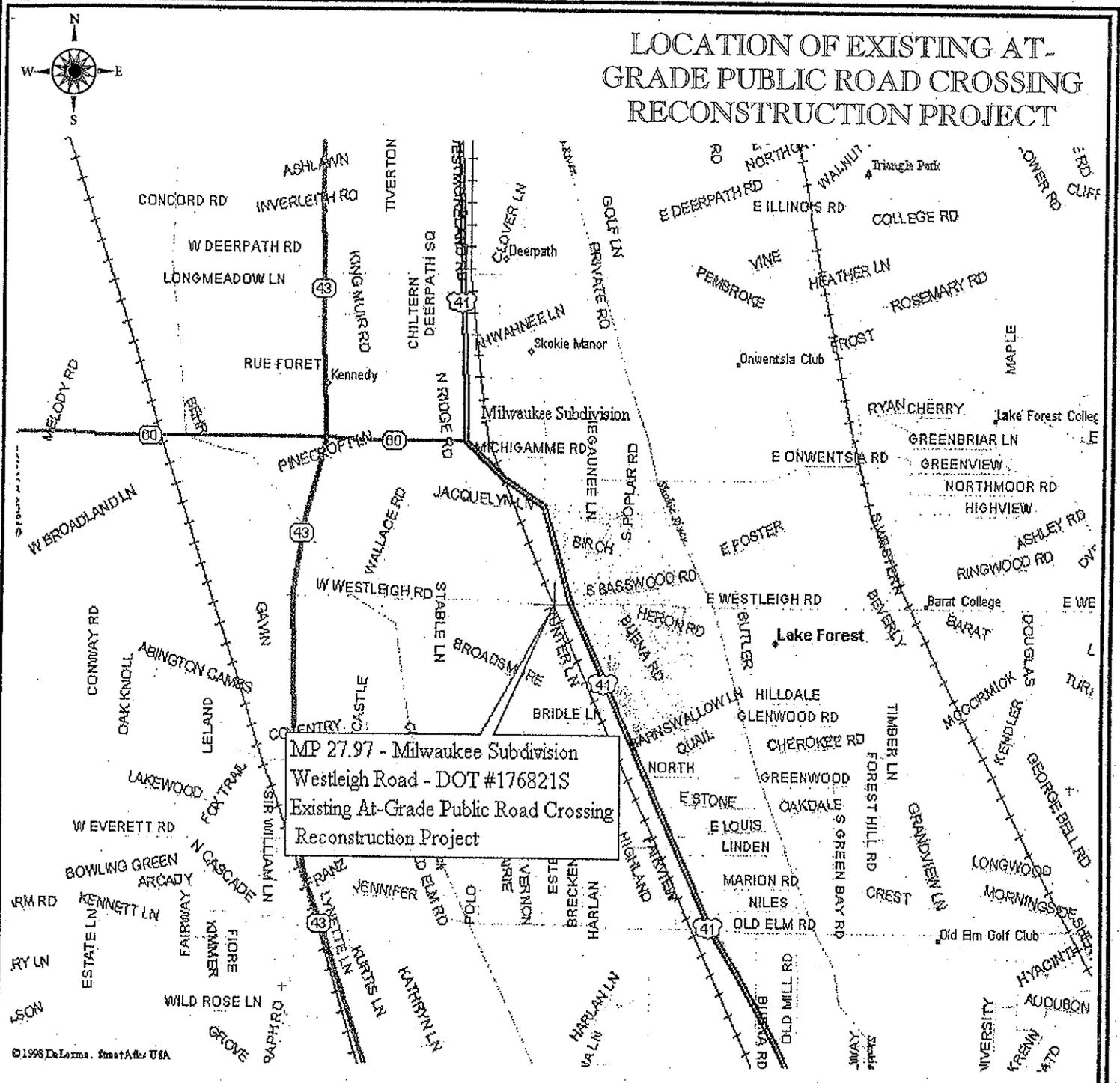
By  _____
Title MAYOR

Pursuant to Resolution/Order
dated 12/3/01,
hereto attached.

EXHIBIT A

Location & Detail Prints

LOCATION OF EXISTING AT- GRADE PUBLIC ROAD CROSSING RECONSTRUCTION PROJECT



MP 27.97 - Milwaukee Subdivision
 Westleigh Road - DOT #176821S
 Existing At-Grade Public Road Crossing
 Reconstruction Project

RAILROAD WORK TO BE PERFORMED:

1. Install two pedestrian gates.

EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY

MILWAUKEE SUBDIVISION
 MILE POST 27.97
 GPS: N 42° 13.962', W 87° 51.371'
 LAKE FOREST, LAKE CO., IL.

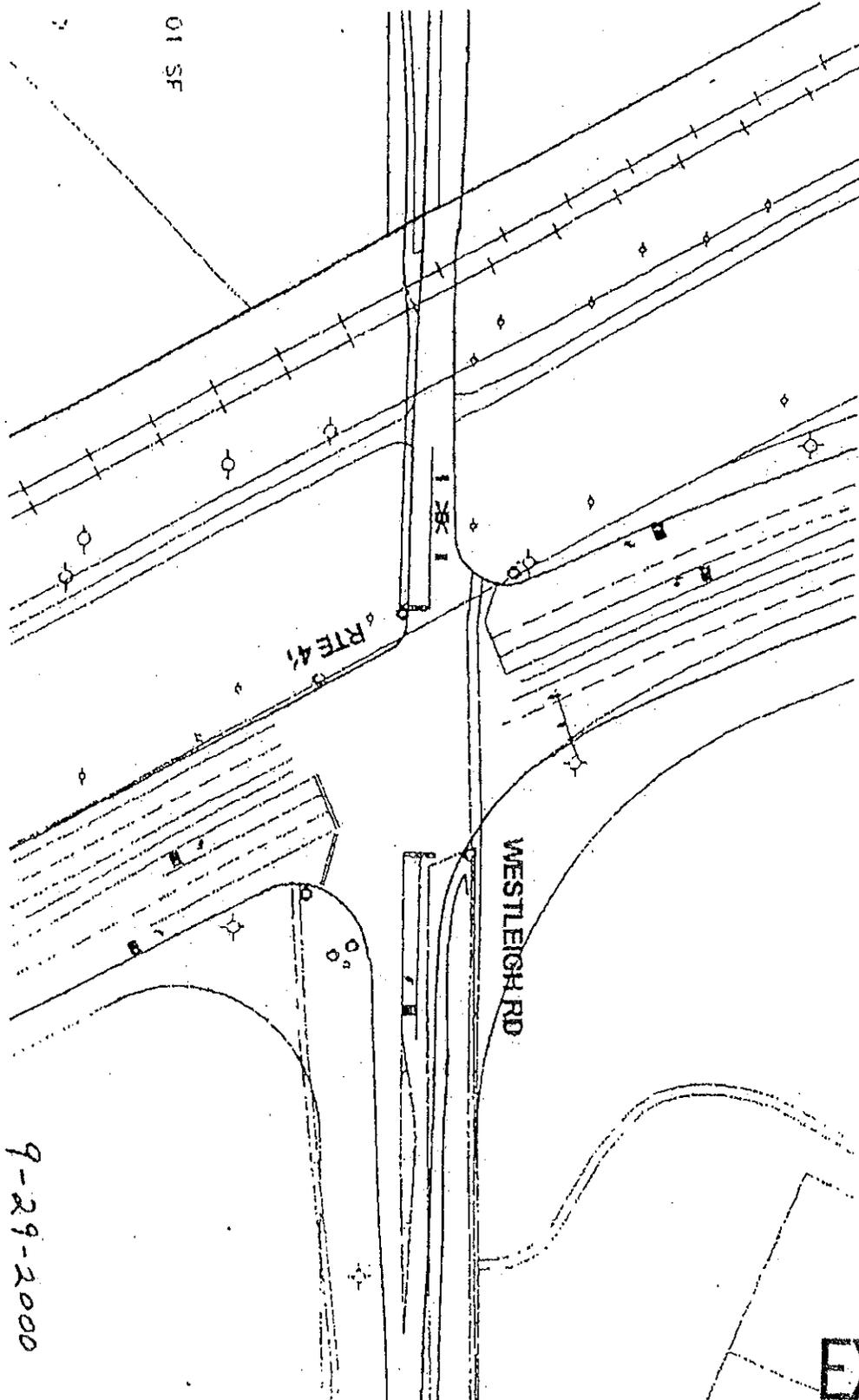
Illustrative print showing location of an existing at-grade public road crossing reconstruction project with the **CITY OF LAKE FOREST**.

Folder No. 2033-67

Date: July 22, 2002

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE
 OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE. PHONE: 1-
 (800) 336-9193.



01 SF

1 3/4 1

RTE 41

WESTLEIGH RD

9-29-2000

EXHIBIT A

EXHIBIT B

Estimate of Material and Force Account Work

DATE: 2001-08-23

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

DESCRIPTION OF WORK:

INSTALL TWO PED. GATES, ALL ELSE IS EXISTING AT WESTLEIGH RD. IN LAKE FOREST, IL. M.P. 27.97 ON THE MILWAUKEE SUB.

SIGNAL PROJECT MANAGER: ROY JAMES 245-2832

RAILROAD TO PERFORM ALL WORK/COST DISTRIBUTED AS FOLLOWS:

SIGNAL - CITY OF LAKE FOREST 100% RECOLLECTIBLE

PID: 40037 AWO: 03446 MP, SUBDIV: 27.97, MILWAUKEE
SERVICE UNIT: 07 CITY: LAKE FOREST STATE: IL

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			566		566		566
LABOR ADDITIVE			3416		3416		3416
RECOLL-INSPE			1118		1118		1118
SIG-HWY XNG			739		739		739
TOTAL ENGINEERING			5839		5839		5839
SIGNAL WORK							
MATL STORE EXPENSE				660	660		660
SIGNAL				13218	13218		13218
TOTAL SIGNAL				13878	13878		13878
TRACK & SURFACE WORK							
BILL PREP		900			900		900
CONTRACT				1321	1321		1321
EQUIPMENT RENTAL				2500	2500		2500
FOREIGN LINE FREIGHT				264	264		264
LABOR ADDITIVE		14444			14444		14444
PERSONAL EXPENSES				6175	6175		6175
SALES TAX				826	826		826
SIG-HWY XNG		10244			10244		10244
TRANSPORTATION CHARGES				2952	2952		2952
USAGE EQUIPMENT				2080	2080		2080
TOTAL TRACK & SURFACE		25588	16118	41706	41706		41706
LABOR/MATERIAL EXPENSE		31427		29996			
RECOLLECTIBLE/UPRR EXPENSE					61423	0	
ESTIMATED PROJECT COST							61423
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

~~THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, RR WILL BE BILLED FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.~~

DSS
[Handwritten signature]

EXHIBIT B

EXHIBIT C

Amendatory Order of Consolidated T Orders

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

City of Lake Forest, Illinois :

vs. :

Union Pacific Railroad Company and :
the Illinois Department of Transportation :

Petition for an Order of the Illinois :
Commerce Commission pertaining to :
the existing grade crossing of Westleigh :
Road with the tracks of the Union :
Pacific Railroad Company in the City of :
Lake Forest, Illinois, directing the :
installation of automatic protective :
pedestrian crossing gates, and dividing :
the costs among the parties, and di- :
recting that a portion of the cost of :
installing automatic protective :
pedestrian crossing gates be borne by :
the Grade Crossing Protection Fund of :
the Motor Fuel Tax Law. :

T00-0098

Petition for an Order of the Illinois :
Commerce Commission pertaining to :
the existing grade crossing of Old Elm :
Road with the tracks of the Union :
Pacific Railroad Company in the City of :
Lake Forest, Illinois, directing the instal- :
lation of automatic protective pedestrian :
crossing gates and a grade crossing :
pad. :

Consolidated with
T00-0099

AMENDATORY ORDER

By the Commission:

On October 4, 2000, the City of Lake Forest, Illinois ("Petitioner") filed the above-captioned petitions with the Illinois Commerce Commission ("Commission") naming as Respondents the Union Pacific Railroad Company ("the Railroad") and the Illinois Department of Transportation ("IDOT").

EXHIBIT C

Following full and public hearings, on February 15, 2001, the Commission, in conference, entered an Order consolidating the two dockets and approving the petitions. The Order specified in Finding (7):

"(7) It is fair and reasonable that the cost of future maintenance of the pedestrian warning systems be borne by the Union Pacific Railroad Company;"

On March 20, 2001, the Railroad filed a Motion to Reconsider which correctly states that 1) the Commission takes no position on the efficacy of pedestrian warning systems and 2) the Commission does not now and has never included such pedestrian warning systems as eligible for funding support from the Grade Crossing Protection Fund. The Railroad argues that it is unfairly required to bear a financial burden for maintenance of pedestrian gates which neither it nor the Commission endorses.

Commission Railroad Staff replied on April 20, 2001 that its position is that the responsibility for the maintenance of pedestrian gates should fall upon the road agency having jurisdiction of the roadway. In this case, Commission Railroad Staff recommends that the actual maintenance of the pedestrian gates should be performed by the Union Pacific Railroad Company but the cost of this maintenance should be paid by the City of Lake Forest, Illinois. The Commission is of the opinion that the position of Commission Railroad Staff is fair and reasonable.

IT IS THEREFORE ORDERED that Finding (7) should be amended to read as follows:

"(7) It is fair and reasonable that the cost of the future maintenance of the pedestrian warning systems be borne by the City of Lake Forest, Illinois;"

IT IS FURTHER ORDERED that the fifth ordering paragraph should be amended to read as follows:

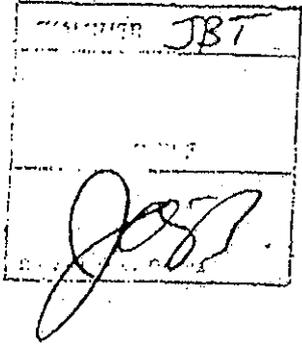
"IT IS FURTHER ORDERED that the cost of future maintenance of the automatic pedestrian crossing gates at both locations (Westleigh Road and Old Elm Road) be and the same is hereby, the sole responsibility of the City of Lake Forest, Illinois and that the actual maintenance of the automatic pedestrian crossing gates be, and the same is hereby, the sole responsibility of the Union Pacific Railroad Company."

IT IS FURTHER ORDERED that in all other respects, the Order entered in this docket on February 15, 2001, remains in full force and effect.

IT IS FURTHER ORDERED that the Commission shall retain jurisdiction for the purpose of issuing such order or orders as it may deem necessary.

IT IS FURTHER ORDERED that in accordance with Chapter 625 ILCS 5/18c-2201 and 5/18c-2206 of the Illinois Commercial Transportation Law, this is a final order subject to the Administrative Review Law.

By Order of the Commission this 23rd day of May, 2001.



*Richard L. Mathias*³

Chairman

EXHIBIT D

Contractor's Right of Entry Agreement

UNION PACIFIC RAILROAD COMPANY

Real Estate Department

R. D. Uhrich
Assistant Vice President
J. A. Anthony
Director-Contracts
D. D. Brown
Director-Real Estate
M. W. Casey
General Director-Special Properties
J. P. Gade
Director-Facility Management



1800 Farnam Street
Omaha, Nebraska 68102
Fax: (402) 997-3601

J. L. Hawkins
Director-Operations Support
M. E. Heenan
Director-Administration & Budgets
D. H. Lightwine
Director-Real Estate
T. K. Love
Director-Real Estate

September 26, 2001

Folder No. 2033-67

To the Contractor:

Before Union Pacific Railroad can permit you to perform work on its property for the construction of two new pedestrian at-grade crossings, it will be necessary to complete two originals of the enclosed Right of Entry Agreement as follows:

1. Fill in the complete legal name of the contractor in the space provided on Page 1 of the Contractor's Right of Entry Agreement. If a corporation, give the state of incorporation. If a partnership, give the names of all partners.
2. Fill in the date construction will begin and be completed in Article 5, Paragraph A.
3. Fill in the name of the contractor in the space provided in the signature block at the end of the Contractor's Right of Entry Agreement. If the contractor is a corporation, the person signing on its behalf must be an elected corporate officer.
4. Return all copies of the Contractor's Right of Entry Agreement together with your Certificate of Insurance as required in Exhibit B-1, in the attached, self-addressed envelope.
5. Check made payable to the Union Pacific Railroad Company in the amount of \$500.00. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Services' new policy regarding their Form 1099, I certify that 13-6400825 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

After approval of the Right of Entry Agreement and insurance certificate, one fully executed counterpart of the agreement will be returned to you. In no event should you begin work until you have received your counterpart of the fully executed agreement.

Under Exhibit B-1 of the enclosed Contractor's Right of Entry, you are required to procure Railroad Protective Liability Insurance (RPLI) for the duration of this project. As a service to you, Union Pacific is making this coverage available to you. If you decide that acquiring this coverage from the Railroad is of benefit to you, please contact Ms. Judi Scott at (402) 271-2215.

If you have any questions concerning the agreement, please contact me at (402) 997-3620. Have a safe day!

Sincerely,

PAUL G. FARRELL
MANAGER CONTRACTS

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 200____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (the "Railroad"); and _____
(Name of Contractor)

a _____ corporation (the "Contractor").
(State of Incorporation)

RECITALS:

Contractor has been hired by the *City of Lake Forest* to perform work relating to the construction of two new pedestrian at-grade crossings (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of _____, which work is the subject of a contract dated _____ between Railroad and the City of Lake Forest.

Contractor has requested Railroad to permit it to perform the work on the portion of Railroad's property shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, and Railroad is agreeable thereto, subject to the following terms and conditions.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to the Contractor shall include the Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

The Railroad hereby grants to the Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS A, B, C AND D.

The terms and conditions contained in **Exhibit A**, **Exhibit B**, **Exhibit C** and **Exhibit D**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. The Contractor shall bear any and all costs and expenses associated with any work performed by the Contractor, or any costs or expenses incurred by the Railroad relating to this agreement.

B. The Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

Craig Clarke
Mgr Track Maintenance
Union Pacific Railroad Co
301 W Lake St Ste 102
Northlake IL 30164
Phone: 708-649-5272
FAX: 708-649-5413

C. The Contractor, at its own expense, shall adequately police and supervise all work to be performed by the Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of Exhibit B. The responsibility of the Contractor for safe conduct and adequate policing and supervision of the Contractor's work shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications involving the work, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad Representative, or by compliance by the Contractor with any requests or recommendations made by the Railroad Representative.

ARTICLE 5 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 6 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in Exhibit C of this agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be directed to:

Union Pacific Railroad Company
1800 Farnam Street
Omaha NE 68102
Attn.: Director Contracts
Folder No.: 2033-67

ARTICLE 7 - DISMISSAL OF CONTRACTOR/SUBCONTRACTOR EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad property any employee of Contractor or any subcontractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad property.

ARTICLE 8 - ADMINISTRATIVE FEE.

Contractor shall pay to Railroad FIVE HUNDRED DOLLARS (\$500.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad property without the prior written approval of the Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Manager Contracts

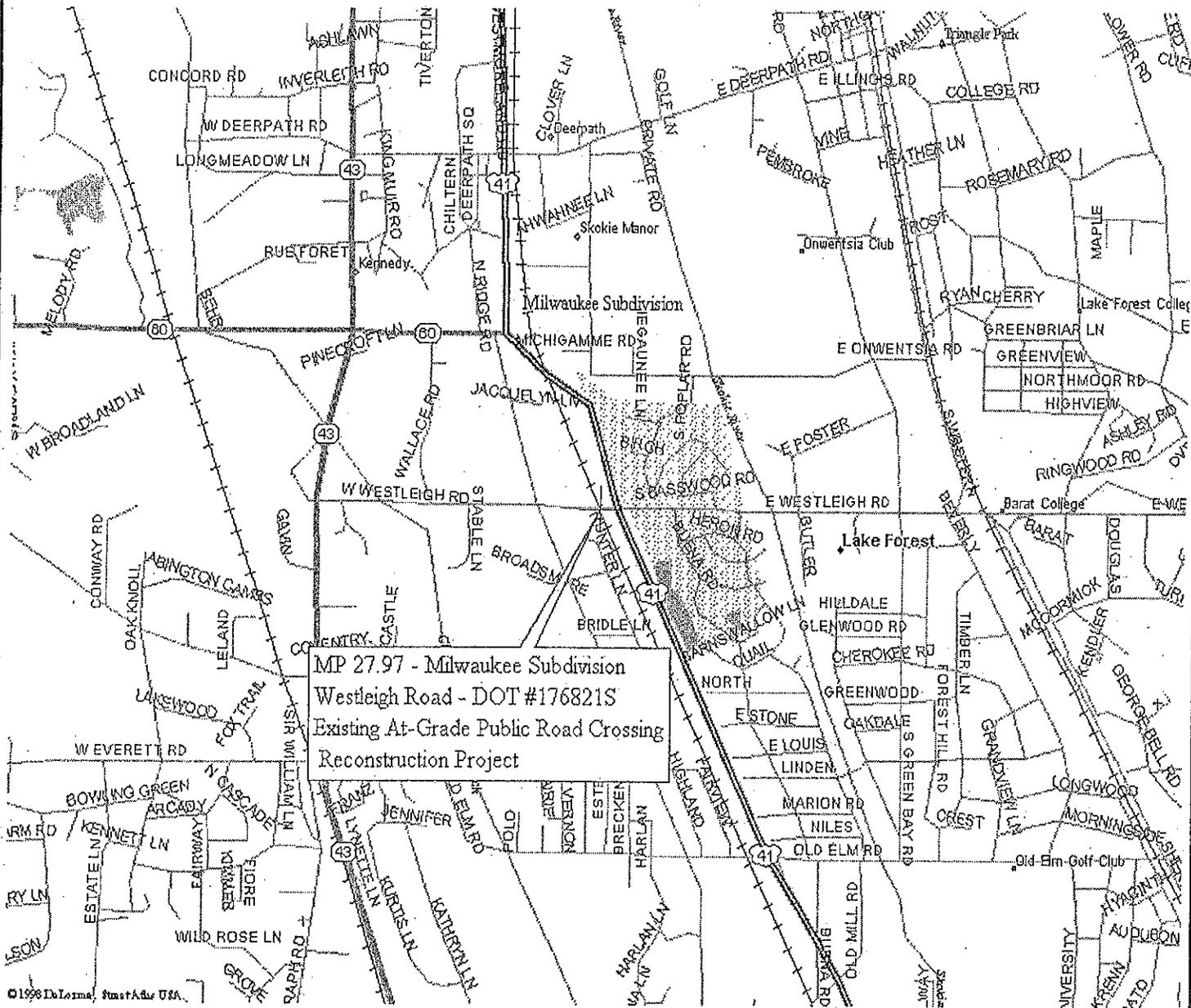
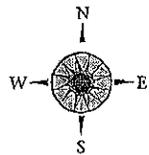
WITNESS:

(Name of Contractor)

By: _____

Title: _____

LOCATION OF EXISTING AT- GRADE PUBLIC ROAD CROSSING RECONSTRUCTION PROJECT



MP 27.97 - Milwaukee Subdivision
 Westleigh Road - DOT #176821S
 Existing At-Grade Public Road Crossing
 Reconstruction Project

RAILROAD WORK TO BE PERFORMED:

1. Install two pedestrian gates.

EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY

MILWAUKEE SUBDIVISION
 MILE POST 27.97
 GPS: N 42° 13.962', W 87° 51.371'
 LAKE FOREST, LAKE CO., IL.

Illustrative print showing location of an existing at-grade public road crossing reconstruction project with the **CITY OF LAKE FOREST**.

Folder No. 2033-67

Date: July 22, 2002

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE
 OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE. PHONE: 1-
 (800) 336-9193