



ILLINOIS COMMERCE COMMISSION

March 6, 2008

Village of Winfield, an Illinois municipal corporation,
Petitioner,

v.

State of Illinois, Department of Transportation, Division of Highways, and
Union Pacific Railroad Company, a Delaware Corporation,
Respondents.

T08-0049

Verified Uncontested Petition for an Order of the Illinois Commerce
Commission Authorizing the Construction of a Pedestrian Underpass Crossing
the Respondent's Rail Corridor at Railroad Milepost 27.43-Geneva
Subdivision, Village of Winfield, DuPage County, Illinois and Assigning
Construction Costs to the Petitioner and Authorizing the Expenditure of Grade
Crossing Protection Funds to Pay a Portion of the Costs Thereof.

Ms. Kathleen Elliott
Tressler, Soderstrom, Maloney
& Priess, LLP
305 West Briarcliff Road, Suite 201
Bolingbrook, IL 60440

Dear Ms. Elliott:

Receipt is acknowledged of the original and one (1) copy of the Petition filed March 6, 2008 in the
above matter.

**All future correspondence/pleadings should be filed and addressed to: Mr. Dave
Lazarides, Director of Processing, Illinois Commerce Commission, 527 East Capitol Avenue,
Springfield, IL 62701 or you may file the original electronically through E-docket if you have an
account. To apply for an account, please log on to www.icc.illinois.gov and apply for an E-docket
account.**

Processing and Information Section

KI

Cc: Staff: Mr. Brian Vercruysse
Ms. Christine Reed, IDOT
Ms. Ellen Schanzle-Haskins, IDOT
Mr. Lance Jones, IDOT
Mr. Mack Shumate, UP
Mr. Dave McKernan, UP
C T Corporation Systems, UP
Mr. Rudy Czech, Village of Winfield
Ms. Karin Hansen, Village of Winfield

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MAR 6 2008

Illinois Commerce Commission
RAIL SAFETY SECTION

KE/128449

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

VILLAGE OF WINFIELD,)
 An Illinois municipal corporation,)
)
 Petitioner,)
)
 v.)
)
STATE OF ILLINOIS, DEPARTMENT)
OF TRANSPORTATION, DIVISION)
OF HIGHWAYS, AND UNION PACIFIC)
RAILROAD COMPANY, a Delaware)
 Corporation,)
)
 Respondents.)

Docket No. 708-0049

**VERIFIED UNCONTESTED PETITION
FOR AN ORDER OF THE ILLINOIS COMMERCE COMMISSION AUTHORIZING THE
CONSTRUCTION OF A PEDESTRIAN UNDERPASS CROSSING THE RESPONDENT'S
RAIL CORRIDOR AT RAILROAD MILE POST 27.43 – GENEVA SUBDIVISION, VILLAGE
OF WINFIELD, DUPAGE COUNTY, ILLINOIS AND ASSIGNING CONSTRUCTION COSTS
TO THE PETITIONER AND AUTHORIZING THE EXPENDITURE OF GRADE CROSSING
PROTECTION FUNDS TO PAY A PORTION OF THE COSTS THEREOF**

The Village of Winfield (“Winfield”), an Illinois municipal corporation, with its principal office at 27W465 Jewell Road, Winfield, Illinois 60190, by its attorneys, Tressler, Soderstrom, Maloney & Priess, LLP, states as follows:

1. Winfield is a municipal corporation organized under the laws of the State of Illinois, and is located is DuPage County, Illinois.
2. Winfield names the State of Illinois, the Department of Transportation, Division of Highways (“IDOT), with its principal offices at 2300 South Dirksen Parkway, Springfield, Illinois, 62764, and the Union Pacific Railroad Company (“UPRC”), a Delaware Corporation, with its principal

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offices at 1400 Douglas Street, MS 1690, Omaha, Nebraska 68179-1690 as Respondents to this Petition.

3. In support of this Verified Uncontested Petition, has attached the following Exhibits and incorporates and makes said Exhibits a part of this Petition:
 - a. Exhibit 1 - A New Pedestrian Crossing Grade Separation Agreement with Union Pacific Rail Road and directing the permanent closure of the existing at-grade pedestrian crossing at Mile Marker 27.47, DOT no. 174 963b on the Geneva Subdivision (“underpass agreement”);
 - b. Exhibit 2 - Construction Estimated Cost –prepared by Rempe-Sharpe and Associates; and
 - c. Exhibit 3– Project Design and Engineering Plans. All references in this petition to exhibits contained in the Project Plans shall be described as “Exhibit 3”.
4. The project plan calls for the installation of a pedestrian underpass in the Village of Winfield, Illinois, to be located at approximately milepost 27.43 – Geneva Subdivision, DOT No. 924 313T, Village of Winfield, Du Page County, Illinois.
5. The proposed Winfield pedestrian underpass is located to the east of the existing Winfield METRA train station, with its southern exit in alignment with Church Street.
6. Under the terms of the New Pedestrian Crossing Grade Separation Agreement with Union Pacific Railroad, UPRC has granted the Village of Winfield a Construction License and Operating License relative to certain UPRC real property on which the Winfield Pedestrian Underpass shall be constructed and operated (see Section 1 of the Underpass Agreement).
7. The costs associated with the construction of the Winfield pedestrian underpass, based on a January 10, 2008 estimate prepared by the Village’s Consulting Engineering firm, Rempe-Sharpe

Consulting Engineers (“Village Engineer”), see Exhibit 3; totaling Three Million Nine Hundred Forty-Nine Thousand One Hundred Thirty-Four Dollars (\$3,949,134).

8. Respondents IDOT and UPRC have no objection to the construction of the Winfield pedestrian underpass.
9. Winfield will pay the estimated amount of One Million Five Hundred Thousand Nineteen Thousand One Hundred Seventy-Nine Dollars (\$1,519,179) provided that it receives or is allocated additional funds as noted below:

Federal Highway Administration Agency – Legislator Initiative	\$992,000
Illinois Commerce Commission – Crossing Safety	\$852,000
Federal Surface Transportation – Traffic Congestion Mitigation Grant	\$285,955
State of Illinois Department of Transportation – Legislative Initiative	\$300,000
Total for grants for the underpass	\$2,429,955

At this time, the UPRC is not expected to pay any portion of the cost of the Winfield underpass project.

10. The Winfield pedestrian underpass improvements as set forth in the Project Plans are necessary and in the public’s safety, interest and convenience for the following reasons:
 - a. Most school age children in Winfield attend schools located on the south side of the railroad tracks.
 - b. UPRC intended to close the existing at grade pedestrian crossing on March 1, 2008 if the pedestrian underpass project did not proceed. The closing has been in the UPRC plans for years to eliminate perceived hazards posed by a non-gated crossing. Commuters and school age children would have to cross at Winfield Road, which exposes pedestrians to potential conflicts with motorists.

- c. Non-commuter train traffic is expected to increase by 10-30% in the next 5 years, due in large measure to the shipment of Ethanol, causing an increase in the number of obstructed track situations.
- d. The Village expects that the creation of the pedestrian underpass will contribute to a greater utilization of commuter parking spaces situated on the south side of the tracks, contributing to a greater use of METRA rail services, and helping to improve the environment of the Chicago area.

11. Pursuant to 625 ILCS 5/18c-7401, Winfield requests that the Commission grant it permission to construct the Winfield pedestrian underpass in conformance with the design and engineering plans and specifications set forth in the Project Plans (See Exhibit 3).
12. In the event the Commission approves the Winfield pedestrian underpass project as set forth in the Project Plans, Winfield, working through IDOT, anticipates bidding the construction contract for the Winfield pedestrian underpass project in June 2008, and awarding a contract for construction of the proposed improvements in July 2008.
13. All improvements to the pedestrian underpass project area and other related necessary facilities will be constructed in conformance with the plans and specifications set forth in the Project Plans (Exhibit 3). All of the proposed improvements set forth in the Project Plans will lie within the corporate limits of Winfield. Upon completion of the Winfield pedestrian underpass project improvements, except those areas of railroad tracks and surrounding real property owned by UPRC and not included within the license (Exhibit 1), will be maintained by and at the expense of Winfield in accordance with the terms of the New Pedestrian Crossing Grade Separation Agreement with Union Pacific Rail road.

14. It is estimated that the Winfield pedestrian underpass project as set forth in the Project Plans shall be completed in eighteen (18) months.
15. The Winfield pedestrian underpass improvement will be constructed, subject to the approval of the Commission, in conformance with the requirements of the regulations contained in 625 ILCS 5/18c-7401, as amended, 92 Illinois Administrative Code 1535.203, and all other applicable standards, rules and regulations.
16. All of the proposed improvements to the Winfield pedestrian underpass will be constructed in conformance with all Commission and IDOT requirements and regulations. Therefore, Winfield requests that permission be granted to construct the proposed Winfield underpass project as set forth in Exhibit B.
17. Should additional safety devices be warranted in the interest of the public safety and/or the use of different materials be required for constructing any of the proposed improvements, Winfield agrees to conform all of the construction and installation work to the decisions of the Commission, and –as appropriately ordered – IDOT.
18. Winfield agrees to comply with all applicable rulings, rules, and regulations of the Commission in the construction, operation, and maintenance of the Winfield underpass.

WHEREFORE, the Petitioner Village of Winfield, requests that the Illinois Commerce Commission enter an Order providing the following relief:

- A. Authorizing the Village of Winfield to construct the underpass project as set forth in the Project Plans (Exhibit 3), all as deemed necessary by the Commission to protect the public safety and welfare of the statewide traveling public in their use of the below grade crossing,

and all other safety implements and devices as deemed necessary for the public safety by the Commission;

- B. Releasing Eight Hundred Fifty-Two Thousand Dollars (\$852,000.00) in Illinois Commerce Commission administered Grade Crossing Protection Fund proceeds to Winfield to assist in financing the Winfield Underpass Project.
- C. Directing Respondents the Illinois Department of Transportation, Union Pacific Railroad Company to assist the Village of Winfield to the extent required by prior agreements to complete construction of the Winfield Pedestrian Underpass project within thirty-six (36) months from the date of the Commission's Order; and
- D. Providing for such other or further relief as the Commission may deem appropriate.

Respectfully submitted,



Kathleen Elliott
Attorney for Village of Winfield

Kathleen Elliott
George A. Marchetti
Tressler, Soderstrom, Maloney & Priess, LLP
305 W. Briarcliff Road
Bolingbrook, IL 60440
630-759-0800
630-759-8504 (fax)
kelliott@tsmp.com
gmarchetti@tsmp.com

VERIFICATION

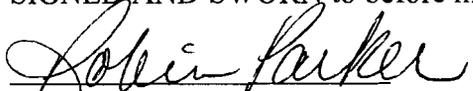
STATE OF ILLINOIS)
)
COUNTY OF WILL)

Kathleen Elliott states that she has read the foregoing Petition for Leave to Intervene in ICC Docket No. 07-0507; that she knows the contents thereof and that to the best of her knowledge, information and belief, based upon reasonable inquiry, the contents are true and correct.

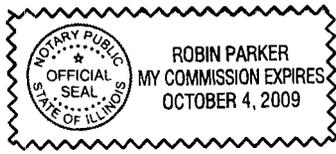


Kathleen Elliott

SIGNED AND SWORN to before me the undersigned Notary Public on this 3rd day of March, 2008.



Notary Public



**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

VILLAGE OF WINFIELD,)
An Illinois municipal corporation,)
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Petitioner,)
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STATE OF ILLINOIS, DEPARTMENT)
OF TRANSPORTATION, DIVISION)
OF HIGHWAYS, AND UNION PACIFIC)
RAILROAD COMPANY, a Delaware)
Corporation,)
)
Respondents.)

Docket No. 708-0049

NOTICE OF FILING

To: Union Pacific Railroad Company	Illinois Department of Transportation
1400 Douglas Street, MS 1690	Division of Highways
Omaha, NE 68179-1690	2300 South Dirksen Parkway
	Springfield, IL 62764

PLEASE TAKE NOTICE that on **March 3, 2008** we sent to be filed with Elizabeth A. Rolando, Chief Clerk of the Illinois Commerce Commission, 527 East Capitol Avenue, Springfield, Illinois, certain: **Verified Uncontested Petition of the Village of Winfield**, a copy of which is hereby served upon you.

Village of Winfield

By: 
One of its attorneys

Kathleen Elliott
George A. Marchetti
Tressler, Soderstrom, Maloney & Priess, LLP
305 W. Briarcliff Road
Bolingbrook, Illinois 60440
630-759-0800
630-759-8504(fax)
kelliott@tsmp.com
gmarchetti@tsmp.com

CERTIFICATE OF SERVICE

Kathleen Elliott, an attorney, hereby certifies that she served copies of the attached Notice of Filing and Petition of the Village of Bolingbrook for Leave to Intervene, on the individuals listed on said Notice by depositing same in the U.S. Mail located at 305 W. Briarcliff Rd., Bolingbrook, Illinois, on the 3rd day of March, 2008, with proper postage prepaid.


Kathleen Elliott

FEB-13-2008 10:05
BUILDING AMERICA

Exhibit 1 – Agreement with Union
Pacific Railroad Company

P.001/001

NEW PEDESTRIAN CROSSING
GRADE SEPARATION AGREEMENT (UNDERPASS)

AUDIT 246558

Winfield Pedestrian Underpass Tunnel – DOT No.: 924 313T
27.43 – Geneva Subdivision
Village of Winfield, Dupage County, Illinois

THIS AGREEMENT is made this 4th day of January, 2008,
by and between UNION PACIFIC RAILROAD COMPANY, a Delaware Corporation
("Railroad") and the VILLAGE OF WINFIELD, a municipal corporation/political subdivision
of the State of Illinois ("Licensee").

IT IS AGREED as follows:

Section 1. **RIGHT GRANTED.**

a) In consideration of a one time licensee fee in the sum of TEN DOLLARS (\$10.00) and other consideration, to be paid by Licensee to Railroad, upon the execution and delivery of this Agreement, the payment of the costs and expenses to be incurred by Railroad and/or Licensee pursuant to this Agreement, and subject to the terms and conditions of this Agreement, Railroad hereby grants to Licensee, its successors and assigns, a license to construct, maintain, use, repair, renew and reconstruct a public pedestrian and bicycle Pedestrian Crossing on, along and under Railroad's right-of-way, tracks at Railroad's Mile Post 27.43 on Railroad's Geneva Subdivision at or near Winfield, Dupage County, Illinois, in the location shown on the print dated October 15, 2007, marked **Exhibit A**, attached hereto and hereby made a part hereof (hereinafter the "Pedestrian Crossing").

b) Licensee, at its sole cost and expense, will construct, maintain, repair, renew and reconstruct the Pedestrian Crossing and all other necessary facilities, structures, appurtenances, warning signs, stop signs, fencing and concrete encasement protection covers on the Pedestrian Crossing, and/or on adjacent Railroad right-of-way or Licensee's adjacent Pedestrian Crossing, in compliance with all design and construction specifications and plans that have been reviewed and approved by Railroad.

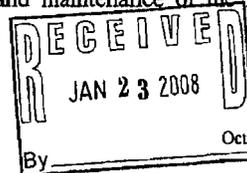
c) Licensee, at its sole expense, agrees to patrol, or cause the Pedestrian Crossing to be patrolled by police officers with lawful citation authority, and to vigorously enforce the prohibition against trespass of Railroad's adjacent right-of-way.

d) Licensee, at its sole expense, shall promptly remove any graffiti that the Pedestrian Crossing users may paint or place on Railroad's bridge structure or other Pedestrian Crossing.

e) Licensee will comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to the use, management and maintenance of the Pedestrian Crossing.

Grade Separation Pedestrian Xing Agreement
Form Approved, AVP-Law – 07/15/2005

Articles of Agreement
Page 1 of 7



October 15, 2007

TOTAL P.001





f) The rights granted herein are made subject to and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use all of the tracks and Pedestrian Crossing underlying and above the Pedestrian Crossing in the performance of its duty as a common carrier, and there is reserved unto Railroad, and its successors and assigns, the right (consistent with the rights granted herein to Licensee) to construct, reconstruct, maintain, repair, use and operate existing or future additional railroad tracks, track appurtenances, fiber optic or signal lines and facilities, pipe, and wire lines over, under and across the Pedestrian Crossing.

g) The rights granted herein are granted only insofar as Railroad may lawfully grant the same and Railroad makes no covenant or warranty of title, or for quiet possession or against encumbrances. No damages shall be recoverable from Railroad because of any dispossession of Licensee or because of failure of, or defect, in Railroad's title to the Pedestrian Crossing. The rights granted herein are also subject to any and all outstanding or existing licenses, leases, easements, restrictions, conditions, covenants, claims of title and other rights (whether public or private and whether recorded or unrecorded) including, but not limited to, those for communication, pipeline and wire line facilities and also to any and all extensions and renewals thereof. The Licensee shall not damage, destroy or interfere with the Pedestrian Crossing or right of nonparties in, upon or relating to the Pedestrian Crossing, unless Licensee at its sole expense, settles with and obtains a release from such nonparties on mutually satisfactory terms.

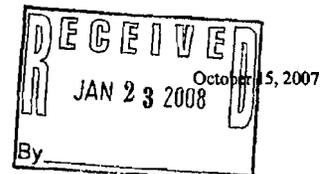
h) Licensee, by virtue of this grant, shall not encroach upon, or occupy or use any other Pedestrian Crossing of Railroad, except as required for the construction of the Pedestrian Crossing, and emplacement and maintenance of the fencing, concrete protective covers and other items as herein required.

i) Railroad grants to Licensee only the right for the purposes aforesaid and Licensee shall not use or permit use of the Pedestrian Crossing for any other purpose.

j) To enable Railroad to perform construction, operation or maintenance work on its tracks, track appurtenances, right of way, bridge, embankments, or other improvements on the Pedestrian Crossing, from time to time as Railroad, in its sole discretion may deem necessary or convenient, Railroad may temporarily close the Pedestrian Crossing after reasonable notice to Licensee, unless such work is an emergency nature in which event Railroad may close the Pedestrian Crossing without prior notice to Licensee. In the event of such an emergency, Railroad will immediately notify Licensee.

k) If the right granted herein shall result in a substantial operational or safety problem for Railroad, then the parties shall negotiate in good faith to resolve such problem to the mutual satisfaction of the parties.

l) Fiber optic cable systems may be buried on Railroad's right-of-way. Protection of the fiber optic cable system is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee, or its contractors, shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour seven day number for emergency calls) to determine if fiber optic cable is buried anywhere on the right-of-





way to be used by Licensee. If it is, Licensee, or its contractors, 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 right-of-way.

Section 2. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT; FLAGGING.

a) The Licensee confirms that all work described herein, will be performed by a contractor or contractors hired by the Licensee. The Licensee agrees to require each of its contractors, (and their respective subcontractors), to execute Railroad's form of Contractor's Right of Entry Agreement that is marked **Exhibit B**, hereto attached and hereby made a part hereof, and to provide Railroad the insurance binders or certificates set forth in Exhibit A-1 of the Contractor's Right of Entry Agreement before commencing any work on any Railroad Pedestrian Crossing.

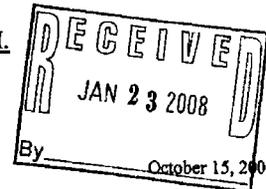
b) The Licensee shall also require its contractors/subcontractors to perform their construction work in such a manner so as not to endanger or delay the movement of trains, engines or cars of Railroad, and so as not to injure or endanger Railroad's officers, agents, employees or damage their Pedestrian Crossing. The Licensee shall also require its contractors/subcontractors to give precedence to the movement of trains, engines and cars of Railroad, over the movement of vehicles or equipment or construction activities of the Licensee's contractors/subcontractors.

c) If at any time during the construction of the Pedestrian Crossing, Railroad deems it necessary that flagging protection is necessary, such flagging shall be provided by Railroad at no cost to Railroad as set forth in the Contractor's Right of Entry Agreement described in Section 2A above.

Section 3. LIABILITY.

a) To the extent permitted by Illinois law, Licensee shall save, protect, defend, indemnify and hold harmless Railroad, and its respective affiliates, and their respective officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses, fines and penalties of whatsoever nature, including court costs and attorney's fees, arising from and growing out of any injury or death of persons whomsoever (including officers, agents and employees of Railroad or the Licensee and of any contractor as well as other persons) or loss of or damage to Pedestrian Crossing whatsoever (including Pedestrian Crossing of or in the custody of Railroad, the Licensee or any contractor as well as other Pedestrian Crossing). Licensee's obligation to indemnify shall accrue when such injury, death, loss or damage occurs or arises from Licensee's or the general public's use of the Pedestrian Crossing and Pedestrian Crossing, or a breach of this Agreement, or any use or misuse of the Pedestrian Crossing and Pedestrian Crossing, including situations when individuals used such Pedestrian Crossing and Pedestrian Crossing to obtain access to any other right-of-way or Pedestrian Crossing of Railroad.

Section 4. TERMINATION; WAIVER OF BREACH; TERM.





a) Railroad may terminate this Agreement by giving Licensee notice of termination if Licensee defaults under any obligation of Licensee under this license and, if after written notice is given by Railroad to Licensee specifying the default, Licensee fails either to immediately begin to cure the default, or to complete the cure expeditiously but in any event within thirty (30) days after the default notice is given. A waiver by Railroad of a breach of Licensee of any covenant or condition of this Agreement shall not impair the right of Railroad to avail itself of any subsequent breach thereof.

b) Railroad may also terminate this Agreement by giving written notice to Licensee if safety and operational needs of Railroad are materially affected or impaired by Licensee's use of the Pedestrian Crossing, and Railroad and Licensee cannot come to any mutual agreement or understanding as to how Licensee, at Licensee's sole cost and expense, will eliminate such material effect or impairment.

c) This Agreement and the license and permission herein granted shall be effective as of the date first herein written, and shall remain in full force and effect until terminated as herein provided, or until the Pedestrian Crossing and Pedestrian Crossing are abandoned as set forth in Section 5 below.

Section 5. ABANDONMENT.

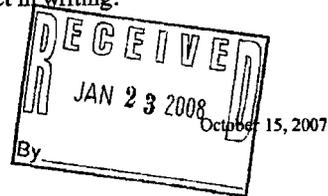
If Licensee, its successors and assigns, shall abandon the Pedestrian Crossing and Pedestrian Crossing, or any portion thereof, for the purpose set forth herein for a continuous period of twelve (12) months, then this Agreement and the rights granted herein shall cease automatically and terminate with respect to the portion of the Pedestrian Crossing so abandoned.

Section 6. REMOVAL OF PEDESTRIAN CROSSING UPON TERMINATION OR ABANDONMENT.

Within ninety (90) days after termination of this Agreement or Licensee's abandonment of the Pedestrian Crossing and/or Pedestrian Crossing, the Licensee, at its sole cost and expense, shall remove all of the Pedestrian Crossing improvements from the Pedestrian Crossing or adjacent Railroad right-of-way and restore the Pedestrian Crossing and such right-of-way to its original condition, failing in which Railroad may perform such activities at the expense of Licensee.

Section 7. NOTICES.

Any notices required or desired to be given under this Agreement shall be in writing and personally served, given by overnight express delivery, or given by mail. Telecopy notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed, and (b) followed by delivery of actual notice in the manner described above within three (3) business days thereafter. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive at the following address or at such other address as the party may from time to time direct in writing:



FEB-13-2008 10:21



P.002
UFR FORM NO. 2430-00

Railroad: *Union Pacific Railroad Company*
ATTN: JAN R. BORNHOLDT
Senior Manager Signboards & Special Contracts
Real Estate Department
1400 Douglas Street MS1690
Omaha, Nebraska 68179-1690
Phone: (402) 544 8549
Facsimile: (402) 501-0340

Licensee: *Village of Winfield*
ATTN: William P. Barlow, III
27 W 465 Jewell Road
Winfield Illinois 60190
Phone: (630) 933 7100
Facsimile: (630) 665 1767

Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service.

Section 8. **GRAFFITI REMOVAL.**

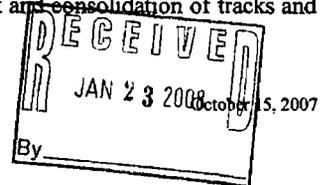
Notwithstanding the provisions of this agreement, the parties specifically agree that graffiti removal or over-painting from all component surfaces of the overall project, and including without limitation the Underpass substructure and superstructure (above and below the bridge seats), shall be the responsibility of the Licensee in their sole and exclusive discretion, and Railroad shall have no obligations whatsoever with regard to graffiti removal. Before entering upon the track area of the Underpass superstructure to perform graffiti removal or over-painting, the Licensee shall notify Railroad sufficiently in advance and Railroad shall provide a flagman at the Licensee sole expense as reasonably required for the safety of workers and trains.

Section 9. **DEFERRED SEASONING**

The Railroad and City acknowledge that conditions inherent in the construction of the underpass grade separation structure may cause the complete stabilization of Railroad's trackage supported by new cuts or fills to be deferred beyond the construction period, and that Railroad's operation over the roadbed during the seasoning period will impose extraordinary maintenance costs in the event of caving, sliding, slipping, sinking or settling, including damage to rip-rapping or protective work in connection therewith, as well as settlement and consolidation of tracks and

Grade Separation Pedestrian Xing Agreement
Form Approved, AVP-Law - 07/15/2005

Articles of Agreement
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FEB-13-2008 10:21

P.003



GENERAL FORM NO. 270000

ballast, until the seasoning period is complete. Therefore, the City will pay to the Railroad, as a part of the consideration for this Agreement, all that part of the cost and expense of extraordinary maintenance (hereinafter referred to as "Deferred Seasoning") associated with the Project which can be attributed to failure of subgrade, settlement, and consolidation of subballast, or roadbed, or any combination thereof, which are incurred during the period commencing immediately following completion of the work on the underpass by the City or its contractor and ending one (1) year thereafter. The Deferred Seasoning costs aforesaid shall include reimbursement of the extra cost, in excess of normal maintenance costs, of maintaining embankments and that portion of said tracks above sub-grade in accordance with acceptable maintenance standards, and will include cost of maintaining proper alignment, proper surface and use of ballast and other necessary materials. The work of such Deferred Seasoning shall normally be performed by the Railroad either with its own forces or through responsible contractors employed by Railroad. In the event major construction is required for Deferred Seasoning, the City, at its expense, may accomplish such major items by contract, subject to approval and inspection by the Railroad.

Section 10. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, but Licensee shall not assign this Agreement or any rights herein to any party without the prior written consent of Railroad.

Section 11. CLOSURE AND REMOVAL OF EXISTING AT-GRADE PEDESTRIAN CROSSING.

The Licensee Agrees and permits the Railroad to remove the existing at-grade pedestrian Crossing on, over and across the Railroad's track at the Railroad's Mile Marker 27.47, DOT NO. 174 963B, on the Geneva Subdivision upon completion and opening of the new Pedestrian Crossing.

Section 12. TERMINATION OF AGREEMENT COVERING EXISTING AT-GRADE PEDESTRIAN CROSSING.

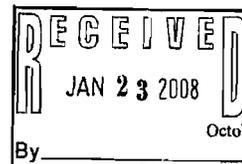
If there is an existing agreement covering the use of the existing at-grade pedestrian crossing at the Railroad's Mile Marker 27.47, DOT NO. 174 963B on the Geneva Subdivision, such agreement shall terminate without any further action or agreements needed upon the closure and removal of the at-grade crossing.

Section 13. POLITICAL BODY RESOLUTION FOR CLOSURE OF EXISTING AT GRADE PEDESTRIAN CROSSING

Attached as Exhibit E, and hereby made a part hereof, is a copy of the Political Body's Resolution authorizing and directing the permanent closure of the existing at-grade pedestrian crossing located at the Railroad's Mile Marker 27.47, DOT No. 174 963B on the Geneva Subdivision, upon completion and opening of the Pedestrian Crossing.

Grade Separation Pedestrian Xing Agreement
Form Approved, AVP-Law - 07/15/2005

Articles of Agreement
Page 6 of 7



October 15, 2007

TOTAL P.003

FEB-11-2008 15:16



BUILDING AMERICA

P.009
UPRR FORMER NO.: 2430-80

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and year first above written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001393)

By

JAN R. BORNHOLDT
JAN R. BORNHOLDT
Senior Manager Signboards & Special Contracts

WITNESS:

VILLAGE OF WINFIELD

By

Cynthia J. Zarraco
Deputy Clerk

By

Rudy Czuch

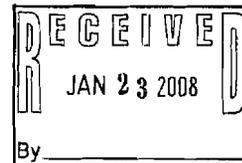
Title: *Village President*

(Seal)

Pursuant to Authority Provided in City:

Resolution No. *2007-41*

dated *December 20, 2007*





January 7, 2008
Folder: 2436-86

**WILLIAM BARLOW
VILLAGE MANAGER
VILLAGE OF WINFIELD
27 W 465 JEWELL ROAD
WINFIELD IL 60190**

Dear Mr. Barlow:

Attached is the original copy of the NEW PUBLIC PEDESTRIAN CROSSING GRADE SEPARATION AGREEMENT, fully executed on behalf of the Railroad Company. This project is located at/near the Railroad's Mile Post 27.43 on the Geneva Subdivision, the construction of the new Winfield Pedestrian Underpass Tunnel, DOT No. 924 313T, at/near Winfield, Dupage County, Illinois.

The Railroad Company has authorized the installation of fiber optic cable facilities on its property in certain areas. Prior to using the Railroad Company's property covered herein, you should thoroughly review the terms and conditions of this document and contact the Railroad Company at 1-800-336-9193 to determine if a fiber optic cable is buried on the subject property.

When you or your representative enter the Railroad Company's property, a copy of this fully-executed document must be available at the site to be shown on request to any Railroad employee or official.

In compliance with the Internal Revenue Service's new policy regarding their Form 1099, this is to advise you that 94-6001323 is Union Pacific Railroad Company's correct Federal Taxpayer Identification Number and we are doing business as a corporation.

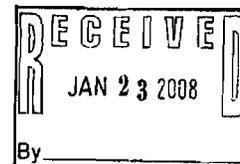
In advance of entering the right of way, you should arrange to notify our Manager of Track Maintenance (MTM) at:

UPRR
Philip Shanks
Manager of Track Maintenance
701 Kress Road
West Chicago, IL 60185-1811

Phone: (630) 876 2727
Fax: (630) 876 2728

Real Estate

UNION PACIFIC RAILROAD
1400 Douglas Street, Stop 1690
Omaha, Nebraska 68179-1690
fx. (402) 501-0340

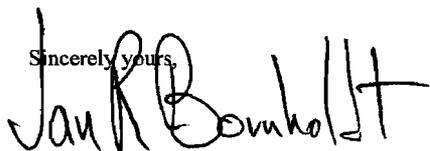


In advance of entering the right of way, you should arrange to notify our Manager of Signal Maintenance (MSM) at:

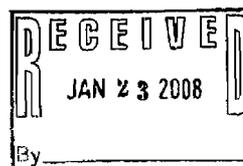
UPRR
John Oconnor
Manager of Signal Maintenance
701 Kress Road
West Chicago, Il 60185-1811

Phone: (630) 876 2715
Fax: (630) 876 2728

Sincerely yours,



Jan R. Bornholdt
Sr. Manager Signboards & Special Contracts
(402) 544-8549



**NEW PEDESTRIAN CROSSING
GRADE SEPARATION AGREEMENT (UNDERPASS)**

AUDIT 246558

Winfield Pedestrian Underpass Tunnel – DOT No.: 924 313T
27.43 – Geneva Subdivision
Village of Winfield, Dupage County, Illinois

THIS AGREEMENT is made this 4th day of January, 2008,
by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware Corporation
("Railroad") and the **VILLAGE OF WINFIELD**, a municipal corporation/political subdivision
of the State of Illinois ("Licensee").

IT IS AGREED as follows:

Section 1. **RIGHT GRANTED.**

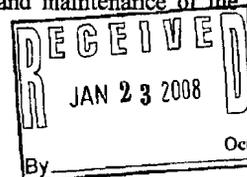
a) In consideration of a one time licensee fee in the sum of **TEN DOLLARS (\$10.00)** and other consideration, to be paid by Licensee to Railroad, upon the execution and delivery of this Agreement, the payment of the costs and expenses to be incurred by Railroad and/or Licensee pursuant to this Agreement, and subject to the terms and conditions of this Agreement, Railroad hereby grants to Licensee, its successors and assigns, a license to construct, maintain, use, repair, renew and reconstruct a public pedestrian and bicycle Pedestrian Crossing on, along and under Railroad's right-of-way, tracks at Railroad's Mile Post 27.43 on Railroad's Geneva Subdivision at or near Winfield, Dupage County, Illinois, in the location shown on the print dated October 15, 2007, marked **Exhibit A**, attached hereto and hereby made a part hereof (hereinafter the "Pedestrian Crossing").

b) Licensee, at its sole cost and expense, will construct, maintain, repair, renew and reconstruct the Pedestrian Crossing and all other necessary facilities, structures, appurtenances, warning signs, stop signs, fencing and concrete encasement protection covers on the Pedestrian Crossing, and/or on adjacent Railroad right-of-way or Licensee's adjacent Pedestrian Crossing, in compliance with all design and construction specifications and plans that have been reviewed and approved by Railroad.

c) Licensee, at its sole expense, agrees to patrol, or cause the Pedestrian Crossing to be patrolled by police officers with lawful citation authority, and to vigorously enforce the prohibition against trespass of Railroad's adjacent right-of-way.

d) Licensee, at its sole expense, shall promptly remove any graffiti that the Pedestrian Crossing users may paint or place on Railroad's bridge structure or other Pedestrian Crossing.

e) Licensee will comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to the use, management and maintenance of the Pedestrian Crossing.





f) The rights granted herein are made subject to and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use all of the tracks and Pedestrian Crossing underlying and above the Pedestrian Crossing in the performance of its duty as a common carrier, and there is reserved unto Railroad, and its successors and assigns, the right (consistent with the rights granted herein to Licensee) to construct, reconstruct, maintain, repair, use and operate existing or future additional railroad tracks, track appurtenances, fiber optic or signal lines and facilities, pipe, and wire lines over, under and across the Pedestrian Crossing.

g) The rights granted herein are granted only insofar as Railroad may lawfully grant the same and Railroad makes no covenant or warranty of title, or for quiet possession or against encumbrances. No damages shall be recoverable from Railroad because of any dispossession of Licensee or because of failure of, or defect, in Railroad's title to the Pedestrian Crossing. The rights granted herein are also subject to any and all outstanding or existing licenses, leases, easements, restrictions, conditions, covenants, claims of title and other rights (whether public or private and whether recorded or unrecorded) including, but not limited to, those for communication, pipeline and wire line facilities and also to any and all extensions and renewals thereof. The Licensee shall not damage, destroy or interfere with the Pedestrian Crossing or right of nonparties in, upon or relating to the Pedestrian Crossing, unless Licensee at its sole expense, settles with and obtains a release from such nonparties on mutually satisfactory terms.

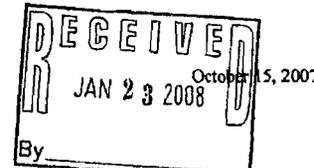
h) Licensee, by virtue of this grant, shall not encroach upon, or occupy or use any other Pedestrian Crossing of Railroad, except as required for the construction of the Pedestrian Crossing, and emplacement and maintenance of the fencing, concrete protective covers and other items as herein required.

i) Railroad grants to Licensee only the right for the purposes aforesaid and Licensee shall not use or permit use of the Pedestrian Crossing for any other purpose.

j) To enable Railroad to perform construction, operation or maintenance work on its tracks, track appurtenances, right of way, bridge, embankments, or other improvements on the Pedestrian Crossing, from time to time as Railroad, in its sole discretion may deem necessary or convenient, Railroad may temporarily close the Pedestrian Crossing after reasonable notice to Licensee, unless such work is an emergency nature in which event Railroad may close the Pedestrian Crossing without prior notice to Licensee. In the event of such an emergency, Railroad will immediately notify Licensee.

k) If the right granted herein shall result in a substantial operational or safety problem for Railroad, then the parties shall negotiate in good faith to resolve such problem to the mutual satisfaction of the parties.

l) Fiber optic cable systems may be buried on Railroad's right-of-way. Protection of the fiber optic cable system is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee, or its contractors, shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour seven day number for emergency calls) to determine if fiber optic cable is buried anywhere on the right-of-





way to be used by Licensee. If it is, Licensee, or its contractors, 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 right-of-way.

Section 2. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT; FLAGGING.

a) The Licensee confirms that all work described herein, will be performed by a contractor or contractors hired by the Licensee. The Licensee agrees to require each of its contractors, (and their respective subcontractors), to execute Railroad's form of Contractor's Right of Entry Agreement that is marked **Exhibit B**, hereto attached and hereby made a part hereof, and to provide Railroad the insurance binders or certificates set forth in Exhibit A-1 of the Contractor's Right of Entry Agreement before commencing any work on any Railroad Pedestrian Crossing.

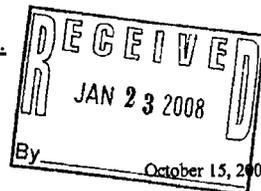
b) The Licensee shall also require its contractors/subcontractors to perform their construction work in such a manner so as not to endanger or delay the movement of trains, engines or cars of Railroad, and so as not to injure or endanger Railroad's officers, agents, employees or damage their Pedestrian Crossing. The Licensee shall also require its contractors/subcontractors to give precedence to the movement of trains, engines and cars of Railroad, over the movement of vehicles or equipment or construction activities of the Licensee's contractors/subcontractors.

c) If at any time during the construction of the Pedestrian Crossing, Railroad deems it necessary that flagging protection is necessary, such flagging shall be provided by Railroad at no cost to Railroad as set forth in the Contractor's Right of Entry Agreement described in Section 2A above.

Section 3. LIABILITY.

a) To the extent permitted by Illinois law, Licensee shall save, protect, defend, indemnify and hold harmless Railroad, and its respective affiliates, and their respective officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses, fines and penalties of whatsoever nature, including court costs and attorney's fees, arising from and growing out of any injury or death of persons whomsoever (including officers, agents and employees of Railroad or the Licensee and of any contractor as well as other persons) or loss of or damage to Pedestrian Crossing whatsoever (including Pedestrian Crossing of or in the custody of Railroad, the Licensee or any contractor as well as other Pedestrian Crossing). Licensee's obligation to indemnify shall accrue when such injury, death, loss or damage occurs or arises from Licensee's or the general public's use of the Pedestrian Crossing and Pedestrian Crossing, or a breach of this Agreement, or any use or misuse of the Pedestrian Crossing and Pedestrian Crossing, including situations when individuals used such Pedestrian Crossing and Pedestrian Crossing to obtain access to any other right-of-way or Pedestrian Crossing of Railroad.

Section 4. TERMINATION; WAIVER OF BREACH; TERM.





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a) Railroad may terminate this Agreement by giving Licensee notice of termination if Licensee defaults under any obligation of Licensee under this license and, if after written notice is given by Railroad to Licensee specifying the default, Licensee fails either to immediately begin to cure the default, or to complete the cure expeditiously but in any event within thirty (30) days after the default notice is given. A waiver by Railroad of a breach of Licensee of any covenant or condition of this Agreement shall not impair the right of Railroad to avail itself of any subsequent breach thereof.

b) Railroad may also terminate this Agreement by giving written notice to Licensee if safety and operational needs of Railroad are materially affected or impaired by Licensee's use of the Pedestrian Crossing, and Railroad and Licensee cannot come to any mutual agreement or understanding as to how Licensee, at Licensee's sole cost and expense, will eliminate such material effect or impairment.

c) This Agreement and the license and permission herein granted shall be effective as of the date first herein written, and shall remain in full force and effect until terminated as herein provided, or until the Pedestrian Crossing and Pedestrian Crossing are abandoned as set forth in Section 5 below.

Section 5. ABANDONMENT.

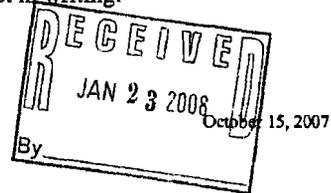
If Licensee, its successors and assigns, shall abandon the Pedestrian Crossing and Pedestrian Crossing, or any portion thereof, for the purpose set forth herein for a continuous period of twelve (12) months, then this Agreement and the rights granted herein shall cease automatically and terminate with respect to the portion of the Pedestrian Crossing so abandoned.

Section 6. REMOVAL OF PEDESTRIAN CROSSING UPON TERMINATION OR ABANDONMENT.

Within ninety (90) days after termination of this Agreement or Licensee's abandonment of the Pedestrian Crossing and/or Pedestrian Crossing, the Licensee, at its sole cost and expense, shall remove all of the Pedestrian Crossing improvements from the Pedestrian Crossing or adjacent Railroad right-of-way and restore the Pedestrian Crossing and such right-of-way to its original condition, failing in which Railroad may perform such activities at the expense of Licensee.

Section 7. NOTICES.

Any notices required or desired to be given under this Agreement shall be in writing and personally served, given by overnight express delivery, or given by mail. Telecopy notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed, and (b) followed by delivery of actual notice in the manner described above within three (3) business days thereafter. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive at the following address or at such other address as the party may from time to time direct in writing:



FEB-11-2008 15:16

P.007



Railroad: *Union Pacific Railroad Company
ATTN: JAN R. BORNHOLDT
Senior Manager Signboards & Special Contracts
Real Estate Department
1400 Douglas Street MS1690
Omaha, Nebraska 68179-1690
Phone: (402) 544 8549
Facsimile: (402) 501-0340*

Licensee: *Village of Winfield
ATTN: William P. Barlow, III
27 W 465 Jewell Road
Winfield Illinois 60190
Phone: (630) 933 7100
Facsimile: (630) 665 1767*

Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service.

Section 8. **GRAFFITI REMOVAL.**

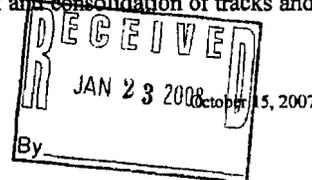
Notwithstanding the provisions of this agreement, the parties specifically agree that graffiti removal or over-painting from all component surfaces of the overall project, and including without limitation the Underpass substructure and superstructure (above and below the bridge seats), shall be the responsibility of the Licensee in their sole and exclusive discretion, and Railroad shall have no obligations whatsoever with regard to graffiti removal. Before entering upon the track area of the Underpass superstructure to perform graffiti removal or over-painting, the Licensee shall notify Railroad sufficiently in advance and Railroad shall provide a flagman at the Licensee sole expense as reasonably required for the safety of workers and trains.

Section 9. **DEFERRED SEASONING**

The Railroad and City acknowledge that conditions inherent in the construction of the underpass grade separation structure may cause the complete stabilization of Railroad's trackage supported by new cuts or fills to be deferred beyond the construction period, and that Railroad's operation over the roadbed during the seasoning period will impose extraordinary maintenance costs in the event of caving, sliding, slipping, sinking or settling, including damage to rip-rapping or protective work in connection therewith, as well as settlement and consolidation of tracks and

Grade Separation Pedestrian Xing Agreement
Form Approved, AVP-Law - 07/15/2005

Articles of Agreement
Page 5 of 7





ballast, until the seasoning period is complete. Therefore, the City will pay to the Railroad, as a part of the consideration for this Agreement, all that part of the cost and expense of extraordinary maintenance (hereinafter referred to as "Deferred Seasoning") associated with the Project which can be attributed to failure of subgrade, settlement, and consolidation of subballast, or roadbed, or any combination thereof, which are incurred during the period commencing immediately following completion of the work on the underpass by the City or its contractor and ending one (1) year thereafter. The Deferred Seasoning costs aforesaid shall include reimbursement of the extra cost, in excess of normal maintenance costs, of maintaining embankments and that portion of said tracks above sub-grade in accordance with acceptable maintenance standards, and will include cost of maintaining proper alignment, proper surface and use of ballast and other necessary materials. The work of such Deferred Seasoning shall normally be performed by the Railroad either with its own forces or through responsible contractors employed by Railroad. In the event major construction is required for Deferred Seasoning, the City, at its expense, may accomplish such major items by contract, subject to approval and inspection by the Railroad.

Section 10. **SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, but Licensee shall not assign this Agreement or any rights herein to any party without the prior written consent of Railroad.

Section 11. **CLOSURE AND REMOVAL OF EXISTING AT-GRADE PEDESTRIAN CROSSING.**

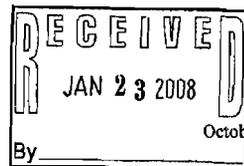
The Licensee Agrees and permits the Railroad to remove the existing at-grade pedestrian Crossing on, over and across the Railroad's track at the Railroad's Mile Marker 27.47, DOT NO. 174 963B, on the Geneva Subdivision upon completion and opening of the new Pedestrian Crossing.

Section 12. **TERMINATION OF AGREEMENT COVERING EXISTING AT-GRADE PEDESTRIAN CROSSING.**

If there is an existing agreement covering the use of the existing at-grade pedestrian crossing at the Railroad's Mile Marker 27.47, DOT NO. 174 963B on the Geneva Subdivision, such agreement shall terminate without any further action or agreements needed upon the closure and removal of the at-grade crossing.

Section 13. **POLITICAL BODY RESOLUTION FOR CLOSURE OF EXISTING AT GRADE PEDESTRIAN CROSSING**

Attached as Exhibit E, and hereby made a part hereof, is a copy of the Political Body's Resolution authorizing and directing the permanent closure of the existing at-grade pedestrian crossing located at the Railroad's Mile Marker 27.47, DOT No. 174 963B on the Geneva Subdivision, upon completion and opening of the Pedestrian Crossing.



FEB-11-2008 15:16



BUILDING AMERICA

P.009
UPRR FORMER NO.: 2430-50

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and year first above written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001393)

By *Jan R. Bornholdt*
JAN R. BORNHOLDT
Senior Manager Signboards & Special Contracts

WITNESS:

VILLAGE OF WINFIELD

By *Cynthia J. Zorace*
Deputy Clerk

By *Rudy Czuch*
Title: *Village President*

(Seal)

Pursuant to Authority Provided in City:

Resolution No. *2007-41*

dated *December 20, 2007*

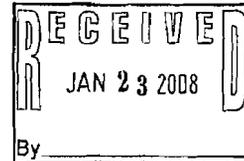


EXHIBIT A

To New Pedestrian Crossing Grade Separation Agreement

Location & Detail Prints

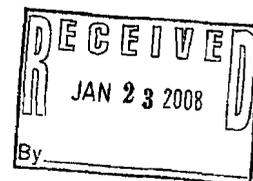


EXHIBIT A

LOCATION OF PEDESTRIAN BRIDGE AND AREA TO BE SERVED

The project is a 110 foot pedestrian underpass under the Union Pacific Railroad tracks near Church Street in the Village of Winfield in DuPage County, Illinois (see attached Location Map).

The existing facility is a standard at-grade pedestrian crossing of the heavily trafficked Union Pacific Chicago West line in downtown Winfield, Illinois at the METRA Station. Approximately 50% of the commuters utilize parking facilities (or walk) from the south and are therefore forced to cross, at grade, three (3) sets of rails, and a 100 foot wide Union Pacific R.O.W.

The purpose for the project is the creation of a safe pedestrian underpass crossing of the Union Pacific west line in downtown Winfield. The need for this improvement is dictated by the Metra station, which is planned for increased commuter demand by the Village of Winfield and the RTA. There have been several accidents recently (including one (1) fatality) on this Union Pacific West line in nearby Wheaton, IL.

A significant number of school children (estimated as 70-80 daily), as well as commuters (estimated as 110 to 120 daily) utilize the at-grade crossing, but this has become increasingly unsafe.

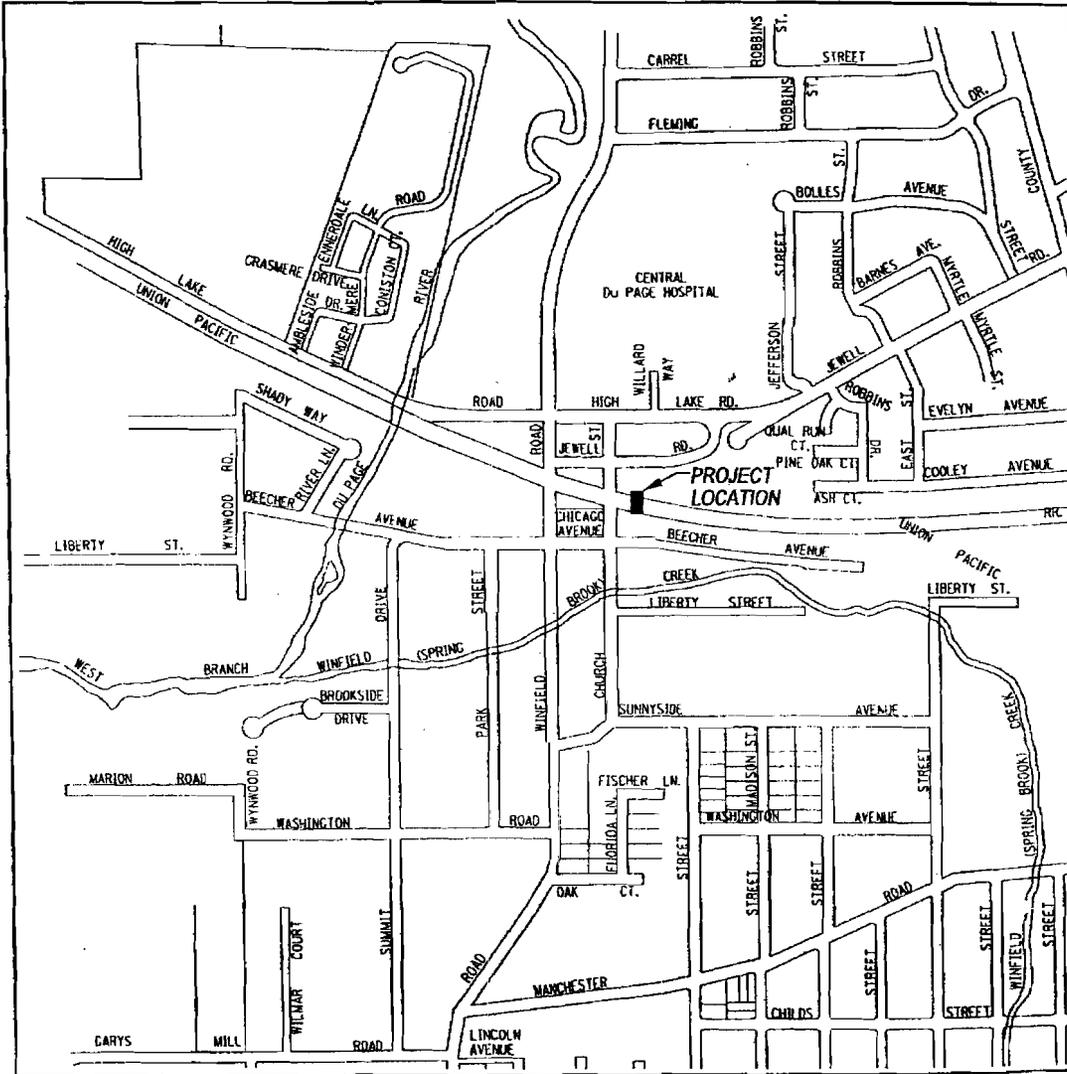
The Winfield Police Station is located adjacent to the proposed underpass crossing. In the event of an emergency created by train blockage, Winfield police or fire personnel could immediately access the south half of the downtown through the underpass (note that at times vehicles may even be parked on the south side of the tracks) thereby avoiding the five (5) minute drive through the County Farm Road grade separation.

The Union Pacific existing protective devices include gates at Winfield Road. The underpass installation will allow the removal of an at-grade pedestrian crossing at the Metra Station. The fencing along the south R.O.W. line will then become continuous, preventing any future unsafe crossing.

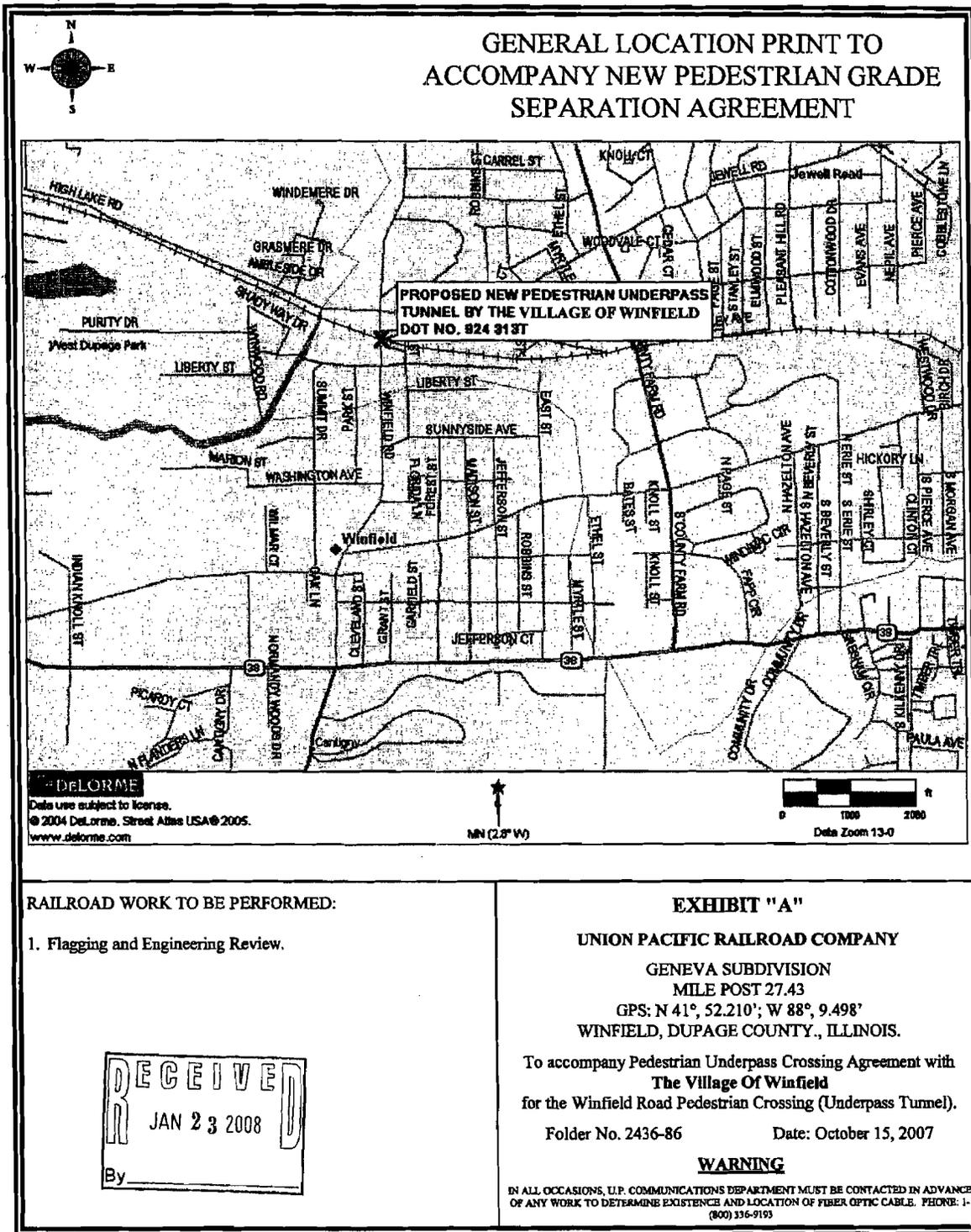
Lastly, a number of elderly ride the train to go to Central DuPage Hospital (just north of the proposed underpass) and this improvement would allow them a safe and comfortable crossing. It should be noted that a future expanded parking lot will increase the need and functional utility of the proposed grade separated crossing.

EXHIBIT "A"

PROPOSED PEDESTRIAN UNDERPASS VILLAGE OF WINFIELD, ILLINOIS



LOCATION MAP
NO SCALE



DELORME

Data use subject to license.
 © 2004 Delorme, Street Atlas USA © 2005.
 www.delorme.com

MN (2.8" W)

Scale bar: 0, 1000, 2000 ft
 Data Zoom 13-0

RAILROAD WORK TO BE PERFORMED:

- 1. Flagging and Engineering Review.

RECEIVED
 JAN 23 2008
 By _____

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY
 GENEVA SUBDIVISION
 MILE POST 27.43
 GPS: N 41°, 52.210'; W 88°, 9.498'
 WINFIELD, DUPAGE COUNTY, ILLINOIS.

To accompany Pedestrian Underpass Crossing Agreement with
The Village Of Winfield
 for the Winfield Road Pedestrian Crossing (Underpass Tunnel).
 Folder No. 2436-86 Date: October 15, 2007

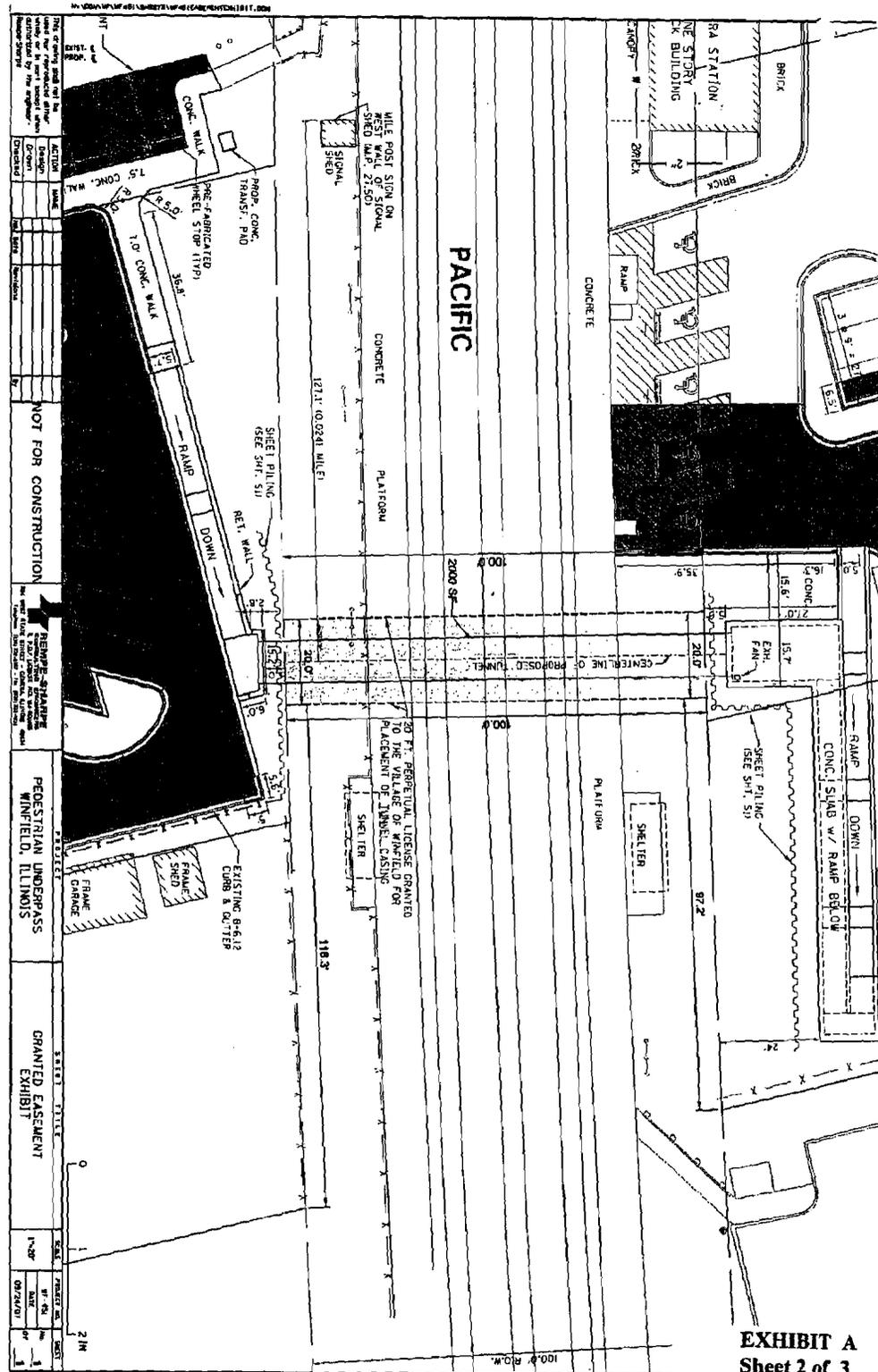
WARNING

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

EXHIBIT A
Sheet 1 of 3

FEB-11-2008 15:16

P.012



NO.	DESCRIPTION	DATE	BY	CHECKED	DATE	BY
1	DESIGN					
2	CONSTRUCTION					

NOT FOR CONSTRUCTION

REPAIR STAIRS

PEDESTRIAN UNDERPASS WINFIELD ILLINOIS

GRANTED EASEMENT EXHIBIT

SHEET TITLE

SCALE: 1"=30'

DATE: 01/23/08

BY: [Signature]

CHECKED: [Signature]

DATE: 01/23/08

BY: [Signature]

RECEIVED
JAN 23 2008

EXHIBIT A
Sheet 2 of 3

FEB-11-2008 15:16

P.013

