



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois/62764

289052T
(Closed King)

JAH

February 11, 1993

Village of Thomasboro
Champaign County
ICC No. 87-0056
Job No. GP-45-982-77
Obligation No. XP88028

RE: Thomas Street NI 289 052T RR MP 118.70

Mr. Thomas R. Zeinz
Engineer of Public Works
Illinois Central Railroad Company
Two Illinois Center
233 North Michigan Avenue
Chicago, IL 60601

Dear Mr. Zeinz:

The above-noted location, consisting of closing, abolishing and barricading, was inspected by the district Bureau of Local Roads and Streets on January 6, 1993. Based upon favorable inspection results of a sampling of projects placed in service by your company, we find the subject project acceptable insofar as the department is concerned.

Very truly yours,

William T. Sunley, P.E.
Engineer of Local Roads and Streets

A handwritten signature in cursive script that reads "Darrell McMurray".

By: Darrell W. McMurray
Local Project Implementation Engineer

cc-
Joan E. Hall, Village Clerk
C. Marlin Hays, Village President
Bernard L. Morris Attn: J. Howe
J. D. Benson Attn: George Sherer
D. G. Campbell Attn: W. McMillan
C. J. Berroyer Attn: D. Smith

RECEIVED
FEB 17 1993

ILLINOIS COMMERCE COMMISSION
RAILROAD ENGR. SEC.

BERNIE MORRIS

VILLAGE OF THOMASBORO

(INCORPORATED)
P.O. Box 71
Thomasboro, IL 61878

JAH

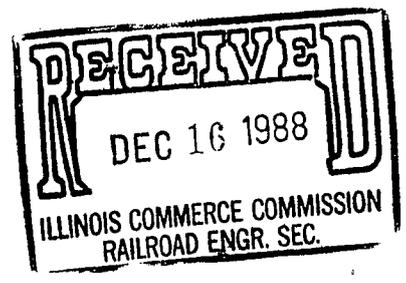
above

289 052 T
289 051 L
289 053 A

December 5, 1988

IC 6 118,70 M

John W. McCree
Bureau of Local Roads and Streets
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, IL 62764



Attention: Hank Cronister

Subject: Village of Thomasboro
Thomas Street
Section 87-00004-00-PV
I.C.C. Case 87-0056 Supplemental Order

Dear Mr. Cronister:

The Village Board and myself are pleased to announce that the Thomas Street paving project is substantially completed as of this date. The old Morris Street/I.C.R.R. crossing is no longer in service. This new road configuration makes for a much safer means in which to cross the Illinois Central Railroad.

The supplemental order dated July 20, 1988 provides for payment of \$167,100.00 from the Grade Crossing Protection Fund be used to construct Thomas Street between Morris Street and County Highway 33.

To date the Village has expended \$167,100.00 for engineering and construction costs.

The following is a summary of the project costs:

Design Engineering Sodemann and Associates, Inc.	\$ 12,969.75
Construction Administration Sodemann and Associates, Inc.	\$ 16,095.35
Asphalt Proportioning Professional Service Industries	\$ 291.80
Construction Cross Construction Company	\$136,093.10

JAH

Pole Relocation
Illinois Power Company

\$ 1,650.00

TOTAL COST TO DATE =

\$167,100.00

Attached are copies of the paid invoices for the above listed work.

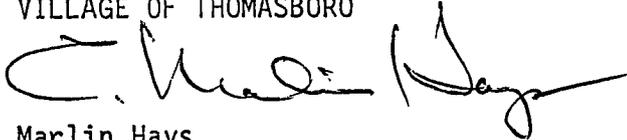
Tom Step, Field Engineer for Local Roads in the Paris District inspected the work on November 2, 1988 with Sodemann and Associates. They found the work to be substantially complete and in accordance with the contract documents at that time.

The Village of Thomasboro has expended \$167,100.00 of their own funds to date and would appreciate every effort made by you to forward the reimbursement to us.

On behalf of the Village of Thomasboro, I wish to thank all of the people involved in the construction of Thomas Street.

Very truly yours,

VILLAGE OF THOMASBORO



Marlin Hays
Village President

cc: Tom Step, I.D.O.T. Paris w/attachment
Bernie Morris, I.C.C. w/attachment
Holten Summers, Attorney
Sodemann and Associates, Inc.

Sodemann and Associates, Inc.

340 NORTH NEIL P.O. BOX 557 CHAMPAIGN, IL 61820-0557 (217) 352-7688



ENGINEERING
ARCHITECTURE

PROJECT MANAGEMENT INVOICE NO. 1

INVOICE

DATE: August 12, 1988

TO: Village of Thomasboro
P.O. Box 71
Thomasboro, I. 61878

PROJECT: Thomasboro
Thomas Street
MFT Section 87-00004-00-PV

ATTN: Bob Morfey

PROJECT NO. 8749

Final Invoice for Design Phase

Preliminary Engineering, Field Survey, Existing Topography,
Right-of-Way and Utility Research, Cost Estimate, Preliminary
Design, Specifications and Contract Documents.

Bid opening and tabulation

Attend Hearing with Ill. Commerce Commission

Awarded Construction Cost = \$284,230.15

First	\$ 50,000.00 @ 10.0% = \$ 5,000.00	
Next	\$ 50,000.00 @ 7.75% = \$ 3,875.00	
Next	\$ 62,996.10 @ 6.5% = \$ 4,094.75	
	<hr/>	<hr/>
	\$162,996.10	\$12,969.75

\$12,969.75

Received 9/7/88

PAID
CHECK # 1006
DATE 9-7-88

AMOUNT DUE THIS INVOICE:

\$12,969.75

TERMS NET 30 DAYS: On past due accounts a monthly FINANCE CHARGE, computed by a "Periodic Rate" of 1½% PER MONTH, which is an ANNUAL PERCENTAGE RATE OF 18%, is applied to previous balance after deducting payments appearing on this Statement.

Sodemann and Associates, Inc.

340 NORTH NEIL P.O. BOX 557 CHAMPAIGN, IL 61820-0557 (217) 352-7688



ENGINEERING
ARCHITECTURE
PROJECT MANAGEMENT

INVOICE

INVOICE NO. 2

DATE: October 3, 1988

TO: Village of Thomasboro
P.O. Box 71
Thomasboro, IL 61878

PROJECT: Thomasboro Thomas Street
MFT Section 87-00004-00-PV

ATTN: Bob Morfey

PROJECT NO. 8749

Construction Administration and Observation
Construction Layout and Staking
Preparation of Payment Estimates to Contractor
Process Change Order No. 1

Dingee, Project Manager:	12.0 hours @ \$19/60/hour =	235.20
Dewhirst, Technician I/S.P.C.	67.5 hours @ \$15.40/hour =	1,039.50
Mattingly, Resident Engineer:	133.0 hours @ \$12.50/hour =	1,662.50
Fletcher, Instrument Man:	25.0 hours @ \$11.80/hour =	295.00
Craddock, Rodman:	24.0 hours @ \$ 7.50/hour =	180.00
Miller, Technician II:	12.5 hours @ \$ 9.00/hour =	112.50
		<u>\$3,524.70</u>

\$3,524.70 x 3.1 multiplier = \$10,926.57

\$10,926.57

PAID

CHECK # 1007

DATE 12-6-88

AMOUNT DUE THIS INVOICE:

\$10,926.57

TERMS NET 30 DAYS: On past due accounts a monthly FINANCE CHARGE, computed by a "Periodic Rate" of 1½% PER MONTH, which is an ANNUAL PERCENTAGE RATE OF 18%, is applied to previous balance after deducting payments appearing on this Statement.

Sodemann and Associates, Inc.

340 NORTH NEIL P.O. BOX 557 CHAMPAIGN, IL 61820-0557 (217) 352-7688



ENGINEERING
ARCHITECTURE
PROJECT MANAGEMENT

INVOICE

INVOICE NO. 3

DATE: November 3, 1988

TO: Village of Thomasboro

P.O. Box 71

Thomasboro, IL 61878

PROJECT: Thomasboro Thomas Street

MFT Section 87-00004-00-PV

ATTN: Bob Morfey

PROJECT NO. 8749

Construction Administration and Observation
Construction Layout and Staking
Preparation of Payment Estimates to Contractor
Process Change Order No. 1

Dingee, Project Manager: 4.5 hours @ \$19.60/hour = \$ 88.20

Dewhirst, Technician I.S.P.C.: 3.0 hours @ \$15.40/hour = 46.20

Mattingly, Resident Engineer: 116.5 hours @ \$12.50/hour = 1,456.25

\$1,590.65

\$1,590.65 x 3.1 multiplier = \$4,931.01

\$4,931.01

PAID
CHECK 1007
12-6-88

AMOUNT DUE THIS INVOICE:

\$4,931.01

TERMS NET 30 DAYS: On past due accounts a monthly FINANCE CHARGE, computed by a "Periodic Rate" of 1½% PER MONTH, which is an ANNUAL PERCENTAGE RATE OF 18%, is applied to previous balance after deducting payments appearing on this Statement.

Sodemann and Associates, Inc.

340 NORTH NEIL P.O. BOX 557 CHAMPAIGN, IL 61820-0557 (217) 352-7688



ENGINEERING

ARCHITECTURE

PROJECT MANAGEMENT

INVOICE

INVOICE NO. 4

DATE: December 1, 1988

TO: Village of Thomasboro
P.O. Box 71
Thomasboro, IL 61878

PROJECT: Thomasboro Thomas Street
MFT Section 87-00004-00-PV

ATTN: Bob Morfey

PROJECT NO. 8749

Construction Administration and Observation
Construction Layout and Staking
Preparation of Payment Estimates to Contractor
Process Change Order No. 1

Dingee, Project Manager: 2.0 hours @ \$19.60/hour = \$39.20

Mattingly, Resident Engineer: 3.0 hours @ \$12.50/hour = \$37.50

\$76.70

\$76.70 x 3.1 multiplier = \$237.77

\$237.77

CHECK # 1007
DATE 12-6-88

AMOUNT DUE THIS INVOICE:

\$237.77

TERMS NET 30 DAYS: On past due accounts a monthly FINANCE CHARGE, computed by a "Periodic Rate" of 1½% PER MONTH, which is an ANNUAL PERCENTAGE RATE OF 18%, is applied to previous balance after deducting payments appearing on this Statement.

PROFESSIONAL SERVICE INDUSTRIES, INC.

OFFICE PERFORMING SERVICES

A & H ENGINEERING DIVISION



510 East 22nd Street
Lombard, IL. 60148
Phone (312) 691-1490

CHAMPAIGN, ILLINOIS
FED. ID37-0962090
11/07/88

PLEASE MAIL REMITTANCE TO

PO BOX: 434
CHAMPAIGN, IL 61820

NOV 14 1988

M
A
I
L
T
O

SODEMANN & ASSOCIATES INC
340 N NEIL STREET
P O BOX 557
CHAMPAIGN IL 61820

B
I
L
L
T
O

SODEMANN & ASSOCIATES INC
340 N NEIL STREET
P O BOX 557
CHAMPAIGN IL 61820

CUSTOMER NUMBER	PURCHASE ORDER	INVOICE DATE	INVOICE NUMBER	PAGE NO.	FILE NO.	PROJECT NAME
200005		10/31/88	475568	01	001-80078	ASPHALT BATCH INSPECTION/ THOMAS STREET/RANTOUL ILLINOI

TO ASSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE RETURN REMITTANCE COPY

DATE	REPORT NUMBER	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
1020	0001	ENGINEERING TECHNICIAN PER 1/2 DAY	1.0	109.00	109.00
1020	0001	TRANSPORTATION CHARGE - PER MILE	30.0	.38	11.40
1020	0001	TEST EVAL-REPORT REVIEW-CONSULTATION-PER HR	.5	51.00	25.50
1024	0002	ENGINEERING TECHNICIAN PER 1/2 DAY	1.0	109.00	109.00
1024	0002	TRANSPORTATION CHARGE - PER MILE	30.0	.38	11.40
1024	0002	TEST EVAL-REPORT REVIEW-CONSULTATION-PER HR	.5	51.00	25.50
TOTAL BILLING THIS INVOICE:					291.80

CHECK # 2530
DATE 12-6-88

TERMS NET 10 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS	CURRENT MONTH	30-60 DAYS	60 DAYS/OVER	PAY THIS AMOUNT
	ANALYSIS OF YOUR ACCOUNT → 291.80			291.80

ORIGINAL

STATE OF ILLINOIS,
County of CHAMPAIGN } ss.

AFFIDAVIT

CROSS CONSTRUCTION CO., INC.

substantially
having completed the improvement of a Local Road, Thomas Street ~~xxxx~~

known as ~~xxxx~~ Section 87-00004-00-^{PV}~~xxxx~~ ~~Project~~

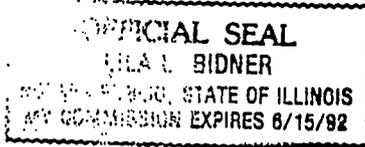
in Thomasboro, Champaign County, in accordance with
the plans, specifications, proposal and bid relating thereto, as provided for in the Contract
approved December 7, 1987, being duly sworn on oath, doth say that all
sums of money due for any labor, material, including freight and demurrage charges, ap-
paratus, fixtures, or machinery used in such construction, and that all damages, direct or
indirect, suffered or claimed on account of such construction or improvement, have been
paid.

[Signature] (SEAL)
(Signature must be same as that on Contract)

_____ (SEAL)

Subscribed and sworn to before me this 14th day
of December, 1987.

[Signature]
Notary Public.





Central Illinois Tile Co. P O Box 126 Champaign, Il 61820 has furnished materials and/or labor for the improvement designated as Thomas Street Route 87-00004-00-FV County of Champaign Contract awarded to Cross Construction, Inc. Items Furnished: subcontract agreement (Name of Prime Contractor) Name of Contractor if other than Prime

COMPLETE EITHER PART I OR PART II

PART I: (Name of Subcontractor or Material Supplier) states that all amounts due the undersigned on designated contract have been paid.

(Name of Subcontractor or Material Supplier)

(Signature) (Title)

PART II: CENTRAL ILLINOIS TILE CO. states that there is an amount due the undersigned on the designated contract. The undersigned consents to final payment to the prime contractor with the provision that the contractor agrees to make payment in full of the amount now due, \$ 3764.53 (Insertion of amount due is optional), within 15 days of the date final payment is received by the prime contractor.

CENTRAL ILLINOIS TILE CO. (Name of Subcontractor or Material Supplier)

William Schuster, Sec. (Signature) (Title)

Subscribed and sworn before me this 12 day of Dec 19 88 My Commission Expires 4/6/89

(Seal) NOTARY PUBLIC

Notarization will apply to either Part I or Part II

This part to be completed by Contractor when Part II above is to be used.

(Name of Contractor) in consideration of Subcontractor/Material Supplier executing Part II of this release, agrees to make payment in full to Subcontractor/Material Supplier within 15 days of receipt of final payment from the owner.

(Contractor)

(Signature) (Title)

Subscribed and sworn before me this ___ day of ___ 19___ My Commission Expires ___

(Seal)



CHAMPAIGN BUILDERS SUPPLY CO.

(Name and Address of Subcontractor or Material Supplier) VILLAGE OF THOMASBORO has furnished materials and/or labor for the improvement designated as Route 87-00004-00-PV, County of CHAMPAIGN, Contract awarded to CROSS CONSTRUCTION CO. Items Furnished READY MIX CONCRETE, Contract No. THOMAS STREET (Name of Prime Contractor) Name of Contractor if other than Prime CENTRAL ILLINOIS TILE CO.

COMPLETE EITHER PART I OR PART II

PART I: CHAMPAIGN BUILDERS SUPPLY CO. states (Name of Subcontractor or Material Supplier) that all amounts due the undersigned on designated contract have been paid.

CHAMPAIGN BUILDERS SUPPLY CO. (Name of Subcontractor or Material Supplier) Signature: Ronald O. Seagle, Title: PRESIDENT

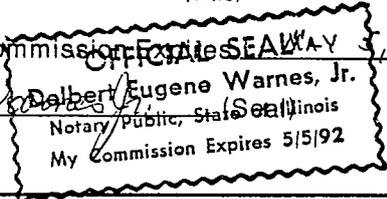
PART II: states (Name of Subcontractor or Material Supplier) that there is an amount due the undersigned on the designated contract. The undersigned consents to final payment to the prime contractor with the provision that the contractor agrees to make payment in full of the amount now due, \$ (insertion of amount due is optional), within 15 days of the date final payment is received by the prime contractor.

(Name of Subcontractor or Material Supplier) (Signature) (Title)

Subscribed and sworn before me this 8th day of December 19 88. My Commission Expires MAY 5, 1992

Notarization will apply to either Part I or Part II

Delbert Eugene Warnes, Jr. NOTARY PUBLIC



THIS PART TO BE COMPLETED BY PRIME CONTRACTOR WHEN PART II IS TO BE USED

(Name of Contractor), in consideration of Subcontractor/Material Supplier executing Part II of this release, agrees to make payment in full to Subcontractor/Material Supplier within 15 days of receipt of final payment from the owner.

(Contractor) (Signature) (Title)

Subscribed and sworn before me this ___ day of ___ 19__ My Commission Expires _____

(Seal)



Emulsicoat, Inc. 705 E. University Urbana, Il. 61801 has furnished materials and/or labor for the improvement designated as Thomas Street Route Section 87-00004-00-PV County of Champaign Contract awarded to Cross Construction, Inc. Items Furnished: liquid asphalt (Name of Prime Contractor) Name of Contractor if other than Prime

COMPLETE EITHER PART I OR PART II

PART I: Emulsicoat, Inc. states that all amounts due the undersigned on designated contract have been paid.

Emulsicoat, Inc. (Name of Subcontractor or Material Supplier) (Signature) (Title)

PART II: states that there is an amount due the undersigned on the designated contract. The undersigned consents to final payment to the prime contractor with the provision that the contractor agrees to make payment in full of the amount now due, \$ (insertion of amount due is optional), within 15 days of the date final payment is received by the prime contractor.

(Name of Subcontractor or Material Supplier) (Signature) (Title)

Subscribed and sworn before me this 1 day of Dec 19 88 My Commission Expires 3/24/90

Notarization will apply to either Part I or Part II

NOTARY PUBLIC (Seal)

This part to be completed by Contractor when Part II above is to be used.

(Name of Contractor), in consideration of Subcontractor/Material Supplier executing Part II of this release, agrees to make payment in full to Subcontractor/Material Supplier within 15 days of receipt of final payment from the owner.

(Contractor) (Signature) (Title)

Subscribed and sworn before me this day of 19 My Commission Expires

(Seal)



Illinois Department of Transportation

Affidavit of Subcontractor or Material Supplier

Urban Sand & Gravel Co. P O Box 3193 Champaign, Il. 61820 has furnished materials and/or labor for the improvement designated as Thomas Street, Section 87-00004-00-PV, County of Champaign. Contract awarded to Cross Construction, Inc. Items Furnished: Sand (Name of Prime Contractor) Name of Contractor if other than Prime

COMPLETE EITHER PART I OR PART II

PART I: Urban Sand & Gravel Co. states that all amounts due the undersigned on designated contract have been paid.

Urban Sand & Gravel Co. (Name of Subcontractor or Material Supplier) [Signature] (Signature) [Title] (Title)

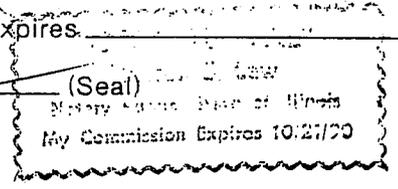
PART II: states that there is an amount due the undersigned on the designated contract. The undersigned consents to final payment to the prime contractor with the provision that the contractor agrees to make payment in full of the amount now due, \$ (insertion of amount due is optional), within 15 days of the date final payment is received by the prime contractor.

(Name of Subcontractor or Material Supplier) (Signature) (Title)

Subscribed and sworn before me this 22nd day of November 19 88. My Commission Expires

Notarization will apply to either Part I or Part II

[Signature] NOTARY PUBLIC



This part to be completed by Contractor when Part II above is to be used.

(Name of Contractor), in consideration of Subcontractor/Material Supplier executing Part II of this release, agrees to make payment in full to Subcontractor/Material Supplier within 15 days of receipt of final payment from the owner.

(Contractor) (Signature) (Title)

Subscribed and sworn before me this ___ day of ___ 19__ My Commission Expires

(Seal)



Illinois Department of Transportation

Affidavit of Subcontractor or Material Supplier

Material Service Corporation, 222 North LaSalle Street, Chicago, Illinois 60601 has furnished materials and labor for the improvement designated as Thomas Street Route Section 87-00004-00-PV County of Champaign Contract awarded to Cross Construction, Inc. Items Furnished: Stone Name of Contractor if other than Prime

COMPLETE EITHER PART I OR PART II

PART I:

Material Service Corporation states (Name of Subcontractor or Material Supplier)

that all amounts due the undersigned on designated contract have been paid from Cross Construction, Inc.

In Duplicate (S 295)

MATERIAL SERVICE CORPORATION (Name of Subcontractor or Material Supplier) [Signature] (Signature) (Title) Its duly authorized agent

PART II:

states (Name of Subcontractor or Material Supplier)

that there is an amount due the undersigned on the designated contract. The undersigned consents to final payment to the prime contractor with the provision that the contractor agrees to make payment in full of the amount now due, \$ (insertion of amount due is optional), within 15 days of the date final payment is received by the prime contractor.

(Name of Subcontractor or Material Supplier) (Signature) (Title)

Subscribed and sworn before me this 7th day of Dec. 19 88 My Commission Expires [Signature] (Seal)

Notarization will apply to either Part I or Part II

NOTARY PUBLIC

This part to be completed by Contractor when Part II above is to be used.

(Name of Contractor) in consideration of Subcontractor/Material Supplier executing Part II of this release, agrees to make payment in full to Subcontractor/Material Supplier within 15 days of receipt of final payment from the owner.

(Contractor) (Signature) (Title)

Subscribed and sworn before me this day of 19 My Commission Expires

(Seal)



Vulcan Materials Co. 500 West Plainfield Rd. Countryside, IL. 60525 has furnished materials and/or labor for the improvement designated as Thomas Street Route Section 87-00004-00-PV County of Champaign Contract awarded to Cross Construction, Inc. Items Furnished: stone (CA-16, FA-20) (Name of Prime Contractor) Name of Contractor if other than Prime

COMPLETE EITHER PART I OR PART II

PART I: Vulcan Materials Co. states that all amounts due the undersigned on designated contract have been paid.

Vulcan Materials Co. (Name of Subcontractor or Material Supplier) C.R. WINGER, ASSISTANT SECRETARY (Signature) (Title)

RECEIVED DEC 07 1988 CREDIT DEPT.

PART II: states that there is an amount due the undersigned on the designated contract. The undersigned consents to final payment to the prime contractor with the provision that the contractor agrees to make payment in full of the amount now due, \$ (insertion of amount due is optional), within 15 days of the date final payment is received by the prime contractor.

(Name of Subcontractor or Material Supplier) (Signature) (Title) Subscribed and sworn before me this 8th day of Dec 19 88. My Commission Expires 3-25-91

Notarization will apply to either Part I or Part II

NOTARY PUBLIC OFFICIAL SEAL PATRICIA A. MISHUR NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. MAR. 25, 1991

This part to be completed by Contractor when Part II above is to be used. (Name of Contractor) Supplier executing Part II of this release, agrees to make payment in full to Subcontractor/Material Supplier within 15 days of receipt of final payment from the owner.

(Contractor) (Signature) (Title) Subscribed and sworn before me this day of 19 My Commission Expires

(Seal)



Illinois Department of Transportation

Affidavit of Subcontractor or Material Supplier

Steve Gilbert Trucking P. O. Box 491 Mansfield, IL 61854 has furnished materials and/or labor for the improvement designated as Thomas Street Route _____, Section 87-00004-00-PV, County of Champaign, Contract awarded to Cross Construction, Inc. Items Furnished: Trucking (Name of Prime Contractor)

COMPLETE EITHER PART I OR PART II

PART I: Steve Gilbert Trucking states that all amounts due the undersigned on designated contract have been paid.

Signature and Title of Steve Gilbert Trucking

PART II: states that there is an amount due the undersigned on the designated contract. The undersigned consents to final payment to the prime contractor with the provision that the contractor agrees to make payment in full of the amount now due, \$ _____ (insertion of amount due is optional), within 15 days of the date final payment is received by the prime contractor.

(Name of Subcontractor or Material Supplier) (Signature) (Title)

Subscribed and sworn before me this 9 day of Dec 1988. My Commission Expires _____

Notarization will apply to either Part I or Part II

Signature of Notary Public

NOTARY PUBLIC

OFFICIAL SEAL LILA L. BIDNER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6/15/92

This part to be completed by Contractor when Part II above is to be used.

(Name of Contractor) in consideration of Subcontractor/Material Supplier executing Part II of this release, agrees to make payment in full to Subcontractor/Material Supplier within 15 days of receipt of final payment from the owner.

(Contractor) (Signature) (Title)

Subscribed and sworn before me this _____ day of _____ 19____. My Commission Expires _____

(Seal)



Illinois Department of Transportation

Affidavit of Subcontractor or Material Supplier

Conrad Trucking, Inc. Box 31 Danforth, Il. 60930 has furnished
(Name and Address of Subcontractor or Material Supplier) Thomas Street
materials and/or labor for the improvement designated as _____ Route _____, Section 87-00004-00-PV
County of Champaign Contract awarded to Cross Construction, Inc.
Items Furnished: trucking (Name of Prime Contractor)
Name of Contractor if other than Prime _____

COMPLETE EITHER PART I OR PART II

PART I: Conrad Trucking, Inc. states
(Name of Subcontractor or Material Supplier)
that all amounts due the undersigned on designated contract have been paid.

Conrad Trucking, Inc.
(Name of Subcontractor or Material Supplier)
Dennis A Conrad President
(Signature) (Title)

PART II: _____ states
(Name of Subcontractor or Material Supplier)
that there is an amount due the undersigned on the designated contract. The undersigned consents to final payment to the prime contractor with the provision that the contractor agrees to make payment in full of the amount now due, \$ _____ (insertion of amount due is optional), within 15 days of the date final payment is received by the prime contractor.

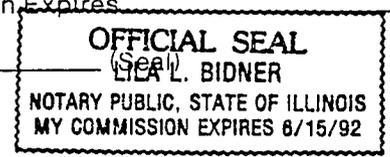
(Name of Subcontractor or Material Supplier)

(Signature) (Title)

Subscribed and sworn before me this 19th day of Dec. 1988. My Commission Expires _____

Notarization will apply to either Part I or Part II

NOTARY PUBLIC



This part to be completed by Contractor when Part II above is to be used.

_____, in consideration of Subcontractor/Material Supplier executing Part II of this release, agrees to make payment in full to Subcontractor/Material Supplier within 15 days of receipt of final payment from the owner.

(Contractor)

(Signature) (Title)

Subscribed and sworn before me this _____ day of _____ 19____. My Commission Expires _____

(Seal)

Illinois Power Company

STATEMENT

October 26, 19 88

SOLD TO

Village of Thomasboro

Box 71

Thomasboro, IL. 61878

SHIPPED TO AND DESTINATION

Relocate pole for new street at Thomas and Morris, Thomasboro, IL.

REFER TO:
INVOICE NO. 604300
ACCOUNT NO. 32-8867403

YOUR ORDER NO.
TERMS

\$1,65000

\$1,65000

66-29
CHECK # 25-29
DATE 12-6-88

TOTAL BALANCE DUE:

\$10-492

MAKE ALL CHECKS PAYABLE TO ILLINOIS POWER COMPANY
1112 W. Anthony Dr., Urbana, IL. 61801

289052T

Champaign, Illinois
March 8, 1989

Mr. Ray L. Peterson
Director of Processing
Transportation Division
Illinois Commerce Commission
527 East Capitol Avenue
Post Office Box 19280
Springfield, Illinois 62794-9280

ATTENTION: RAILROAD SECTION

Attached please find DOT Update Form 289 052 T,
for crossing on the Chicago District, Mile Post 118.70,
Thomas Street, Thomasboro, Illinois.



W. J. Duggan
Engineering Superintendent

CC: Mr. T. R. Zeinz - Pink copy attached.

ILLINOIS COMMERCE
COMMISSION
TRANSPORTATION DIV.
MAR 13 8 39 AM '89

RECEIVED
MAR 13 1989
ILLINOIS COMMERCE COMMISSION
RAILROAD ENGR. SEC.



U.S. DOT - A. CROSSING INVENTORY FORM

A. INITIATING AGENCY

RAILROAD STATE

C. REASON FOR UPDATE:

CHANGES IN EXISTING CROSSING DATA
 NEW CROSSING
 CLOSED CROSSING

D. EFFECTIVE DATE

03 08 89
M D Y

B. CROSSING NUMBER 28910521

Part I Location and Classification of All Crossings (Must Be Completed)

1. Railroad Operating Company ICRR 2. Railroad Division or Region _____ 3. Railroad Subdivision or District _____

4. State IL 5. County CHAMPAIGN 6. County Map. Ref. No. _____

7. City _____ 8. Nearest City _____ 9. Highway Type and No. _____

10. Street or Road Name _____ 11. RR I. D. No. _____

12. Nearest RR Timetable Station _____ 13. Branch or Line Name _____ 14. Railroad Mile Post _____

15. Pedestrian Crossing 1. at grade 2. RR under 3. RR over

16. Private Vehicle Crossing A. 1. Farm 2. Residential 3. Recreational 4. Industrial
B. 5. at grade 6. RR under 7. RR over
C. 8. signs-specify _____
 9. signals-specify _____
 0. none

17. Public Vehicle Crossing 1. at grade 2. RR under 3. RR over

COMPLETE REMAINDER OF FORM ONLY FOR PUBLIC VEHICLE CROSSINGS AT GRADE

Part II Detailed Information for Public Vehicular at Grade Crossing

1A. Typical Number of Daily Train Movements

Daylight (6 AM to 6 PM)		Night (6 PM to 6 AM)	
thru trains	switching	thru trains	switching
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>

1B. Check if Less Than One Movement Per Day 5.

2. Speed of Train at Crossing

A. Maximum timetable speed _____ mph
B. Typical Speed Range Over Crossing from _____ to _____ mph

3. Type and Number of Tracks

main 1 other 2 If other specify _____

4. Does Another RR Operate a Separate Track at Crossing?

Yes No Specify: RR _____

5. Does Another RR Operate Over Your Track at Crossing?

Yes No Specify: RR _____

6. Type of Warning Device at Crossing

A. Signs

Crossbucks		Standard Highway Stop Sign	Other Stop Signs	Other Signs: Specify	
reflectORIZED	non-reflectORIZED			05	06
<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>07</u>	<u>08</u>
Number	Number	Number	Number	Number	Number

B. Train Activated Devices

Gates		Cantilevered Flashing Lights		Mast Mounted Flashing Lights	Other Flashing Lights	Highway Traffic Signals	Wigwags	Bells
red & white reflectORIZED	other colored	over traffic lane	not over traffic lane					
<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>16</u>	<u>17</u>	<u>18</u>
Number	Number	Number	Number	Number	Number	Number	Number	Number

C. Specify Special Warning Device not Train Activated

D. No Signs or Signals 20

7. Is Commercial Power Available? Yes No

8. Does Crossing Signal Provide Speed Selection for Trains? Yes No N/A

9. Method of Signalling for Train Operation: Is Track Equipped with Signals? Yes No

Part III Physical Data

1. Type of Development 1. Open Sp. 2. Res 3. Comm. 4. Ind. 5. Inst.

2. Smallest Crossing Angle 0°-29° 30°-59° 60°-90°

3. Number of Traffic Lanes Crossing Railroad _____

4. Are Truck Pullout Lanes Present? Yes No

5. Is Highway Paved Yes No

6. Pavement Markings Stoppelines RR Xing Sym. None

7. Are RR Advance Warning Signs Present? Yes No

8. Crossing Surface 1. Sec. Timber 2. Full Wd. Plank 3. Asphalt 4. Concrete Slab 5. Concrete Pave. 6. Rubber 7. Metal Sections 8. Other Metal 9. Unconsolidated 0. Other Specify

9. Does Track Run Down A Street? Yes No

10. Nearby Intersecting Highway? Yes No

Part IV Highway Department Information

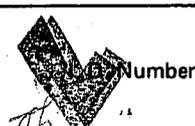
1. Highway System _____

2. Is Crossing on State Highway System? Yes No.

3. Functional Classification of Road over Crossing _____

4. Estimate AADT _____

5. Estimate Percent Trucks _____



STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Illinois Commerce Commission :
On Its Own Motion :
vs. :
Illinois Central Gulf Railroad Company; :
the Village of Thomasboro, Champaign :
County; and the State of Illinois, :
Department of Transportation :

Citation with respect to improving :
public safety at public grade cross- :
ings along the tracks of the Illinois :
Central Gulf Railroad Company in the :
Village of Thomasboro, Champaign :
County, Illinois by the installation :
of automatic flashing light signals :
and gates at the Thomas Street (DOT :
289 052T) grade crossing, by the :
reconstruction of the crossing sur- :
faces and highway approaches at the :
Thomas Street grade crossing, by the :
construction of a connecting road :
between Thomas Street and Morris :
Street, by the adjustment of tracks :
at the Thomas Street grade crossing :
to provide a uniform top of rail :
elevation through the crossing, by :
the closing and barricading with :
moveable type barricades of the :
county road (DOT 289 051L) grade :
crossing and by providing any other :
relief that the Commission may under :
the circumstances deem necessary and :
appropriate and dividing the cost :
among the parties in accordance :
with Law. :

87-0056

SUPPLEMENTAL ORDER

By the Commission:

On February 4, 1987, the Illinois Commerce Commission ("Commission"), on its own motion, issued the above citation order naming therein the Illinois Central Gulf Railroad Company ("ICG"), the Illinois Department of Transportation ("IDOT") and the Village of Thomasboro, Champaign County, Illinois ("Village") as parties respondent.

289051L

289052T - Thomas St.

cl

Pursuant to notice as required by Law and by the rules and regulations of the Commission, this matter came on for hearings on March 11 and May 6, 1987, before a duly authorized Hearing Examiner of the Commission at the Commission's offices in Springfield, Illinois. Appearances were entered by counsel on behalf of Illinois Central Gulf Railroad Company, and on behalf of the Village of Thomasboro, by a representative of the Illinois Department of Transportation and by a representative of the Railroad Section of the Transportation Division of the Commission. There were no other appearances. Evidence, both oral and documentary, was introduced into the record. At the conclusion of the hearing on May 6, 1987, the record was marked "Heard and Taken." An order was entered on June 10, 1987.

On May 13, 1988, the Village of Thomasboro filed a Petition for a Supplemental Order alleging that costs had increased substantially; were unforeseen; and requested additional funds to be contributed from the Grade Crossing Protection Fund. A hearing was held on July 14, 1988 and additional evidence was introduced into the record. This evidence indicates that the low bid for the project came in at \$162,996.10 along with contingencies place the final cost of the project at between \$185,000 and \$190,000. The reason for the increase is attributable to the topography of the land on which the roadway is to be constructed. Substantial excavation is needed to build the connecting roadway which was not anticipated and therefore not contained in the original estimate.

Staff of the Railroad Section, Transportation Division recommended raising the level of contribution of the Grade Crossing Protection Fund to \$167,100.00. The staff also recommended that any remaining cost be borne by the Village of Thomasboro, or in the event that the Village of Thomasboro redesigned the connecting road that such plans be submitted to the Illinois Department of Transportation for approval. The Village of Thomasboro agreed with staff recommendations.

A proposed order was waived by all parties at the hearing.

The Commission, having considered the entire record and being fully advised in the premises, is of the opinion and finds that:

- (1) the Commission has jurisdiction of the parties hereto and of the subject matter hereof;
- (2) the recitals of fact set forth in the prefatory portion of this order are supported by the evidence of record

introduced herein and are hereby adopted as findings of fact;

- (3) the Petition for Supplemental Order should be granted in part;
- (4) Finding (5) in the order entered on June 10, 1987 should read as follows:
 - (5) public convenience and necessity requires that a connecting road be constructed between Morris Street and County Highway 33 on the west side and parallel to the ICG Railroad main line tracks; the estimated cost of constructing this connecting road is \$185,000.00-\$190,000.00, as set forth in Respondent's Exhibit A admitted into evidence herein; it is fair and reasonable that the entire cost thereof, not to exceed \$167,100.00, should be borne by the Grade Crossing Protection Fund, that any additional cost should be borne by the Village; the ICG Railroad should provide an easement in accordance with its offer to the Village for a roadway extending the entire length from Morris Street to County Highway 33; the ICG Railroad should bear the costs to close, abolish and barricade the Thomas Street crossing (DOT 289 052T); and future maintenance cost of this street should be borne by the Village.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the Petition for Supplemental Order be and hereby is granted in part.

IT IS FURTHER ORDERED that Finding (5) contained in the order entered on June 10, 1987 be and hereby is modified as contained in Finding (4) hereinabove.

IT IS FURTHER ORDERED that the order entered on June 10, 1987 remain in full force and effect in all other respects.

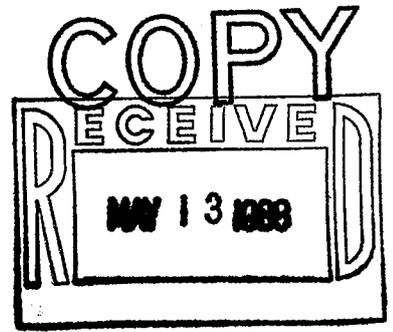
87-0056 Supp.

By order of the Commission this 20th day of July, 1988.

EXAMINER <i>m. L. W.</i>
SECTION CHIEF
Supervisor of Orders <i>[Signature]</i>

Mary S. Lushnell #7

Chairman



STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

ILLINOIS COMMERCE COMMISSION)
On Its Own Motion)
vs.)
ILLINOIS CENTRAL GULF RAILROAD) NO. 87-0056
COMPANY; THE VILLAGE OF)
THOMASBORO, CHAMPAIGN COUNTY;)
and STATE OF ILLINOIS, DEPART-)
MENT OF TRANSPORTATION)
CITATION-PUBLIC GRADE CROSSINGS)
IN THE VILLAGE OF THOMASBORO)

PETITION FOR SUPPLEMENTAL ORDER

NOW COMES Respondent, VILLAGE OF THOMASBORO, by its attorneys, Webber & Thies, P.C., and petitions the Commission to issue a supplemental order and in support thereof, states the following:

1. On June 10, 1987, the Commission entered an Order wherein the estimated cost of constructing the connecting road in the Village of Thomasboro was set at \$136,045 to be paid by the Grade Crossing Protection Fund.
2. Said estimate was based on preliminary study of the project.
3. Subsequent to the Order, detailed engineering plans have been developed and approved, and formal bids sought for the project.

4. On May 3, 1988, a public bid opening was held by the Village of Thomasboro.

5. Three bids were submitted to the Village: Central Illinois Tile - \$175,218.10, Champaign Asphalt - \$168,995.79, and Cross Construction - \$162,996.10.

6. Total cost for engineering design and construction administration is now placed at \$25,000.

7. Some variance in costs of the project could be realized and is allowed in the proposed contract. Such variances are limited to 3-8% of the material weight costs estimates.

8. Total project with low bid and engineering costs, is now estimated to be \$187,996.10 plus any variance in costs for materials noted in paragraph 7 above.

9. The Village of Thomasboro is financially unable to absorb the difference in cost as originally estimated and now bid.

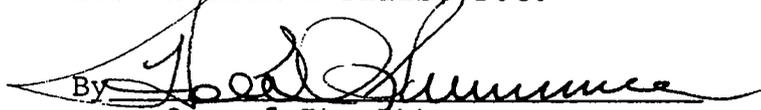
10. Parties to this action agreed that 100 per cent of the costs to construct the connecting road was to be allocated to the Grade Crossing Protection Fund (see Order dated June 10, 1987, page 3).

THEREFORE, Respondent, VILLAGE OF THOMASBORO, petitions the Commission to issue a supplemental order wherein 100 per cent of the costs to construct the connecting road shall be borne by the Grade Crossing Protection Fund, up to \$195,000.

Respectfully submitted,

VILLAGE OF THOMASBORO

BY: WEBBER & THIES, P.C.

By 
One of Its Attorneys

PREPARED BY:

WEBBER & THIES, P.C.
202 Lincoln Square
P.O. Box 189
Urbana, IL 61801
Telephone: (217) 367-1126

CERTIFICATE OF SERVICE

I hereby certify that I have served true and correct copies of the foregoing Petition for Supplemental Order upon all parties of record, by first class mail, as follows:

Mr. James Morris
Illinois Department of Transportation
2300 S. Dirksen Parkway
Springfield, IL 62764

Mr. Dan Drewes
Illinois Commerce Commission
P.O. Box 19280
Springfield, IL 62794-9280

Mr. John H. Doeringer
Attorney at Law
20180 Governors Highway
Olympia Fields, IL 60461

DATED this 12th day of May, 1988, at Urbana, Illinois.



HOLTEN D. SUMMERS, Attorney For
Respondent, Village of Thomasboro

PREPARED BY:

WEBBER & THIES, P.C.
202 Lincoln Square
P.O. Box 189
Urbana, IL 61801
Telephone: (217) 367-1126

**Illinois
Central
Gulf**

An **IC Industries** Company

**Illinois Central
Gulf Railroad**
Two Illinois Center
233 North Michigan Avenue
Chicago, IL 60601-5799
(312) 819 7500

January 20, 1988

119-23

Mr. Holten D. Summers
Webber & Thies, P.C.
P.O. Box 189
Urbana, IL 61801

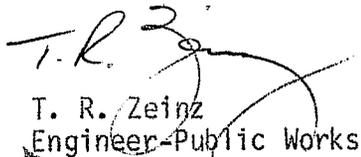
SUBJECT: EASEMENT FOR ROADWAY/CLOSING OF THOMAS STREET GRADE CROSSING
ILLINOIS COMMERCE COMMISSION DOCKET NO. 87-0056
THOMASBORO, ILLINOIS

Dear Mr. Summers:

Enclosed, for substitution in the easement documents previously
forwarded, are duplicate copies of page 2 which have been revised
in accordance with our recent phone conversations.

We trust the agreement is now in a form which is acceptable to the
Village.

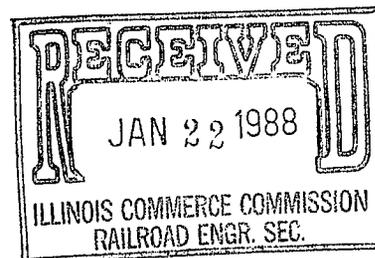
Very truly yours,


T. R. Zeinz
Engineer-Public Works

bcc: Mr. Bernard L. Morris
Chief Railroad Engineer
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62706

NOTE REVISION IN SECTION 2

Mr. J. H. Doeringer
20180 Governors Highway
Olympia Fields, IL 60461



The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and the Grantee, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easement granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.

2. The Grantor reserves to itself, its grantees (other than the Grantee named in this indenture), licensees, lessees, successors and assigns the right to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises. The Grantor also reserves to itself, its successors and assigns the right to not only install and use or operate additional tracks, facilities and structures upon and beneath the surface of and above the said described premises, but also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations may be made without substantial interference with the use of the said premises as provided in this indenture.

3. Excepting as may be otherwise provided in Illinois Commerce Commission Order No. 87-0056 dated June 10, 1987 as amended, the Grantee shall, without charge or assessment therefor against the Grantor or the Grantor's property, perform all work and furnish all material necessary for the construction, maintenance or reconstruction of the Structure, and make or cause to be made any changes or alterations in the location or construction of the Grantor's facilities that may be made necessary by this grant or by the location, construction, or use of the Structure.

4. Neither the Grantor nor its property shall be subjected to any charge, assessment, or expense, arising from, growing out of, or in any way attributable to, the construction, maintenance, use or operation of the Structure, whether within or without the confines of Grantor's property, nor for any crossing protection thereat, nor for any highway improvement thereon if this easement is for roadway purposes, excepting as may be otherwise provided in Illinois Commerce Commission Order No. 87-0056 dated June 10, 1987 as amended.

5. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

6. If any work to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's tracks or waylands, to obtain from the Grantor's authorized representative permission for occupancy and use of the premises and to ascertain and comply with the Grantor's requirements for clearances, operation, and its general safety regulations. The Grantor may furnish each contractor, at such contractor's sole cost and expense, protective services and devices, including, but not limited to, switchtenders, flagmen, or watchmen* as the Grantor may deem desirable for the safety and continuity of railroad traffic during the work. Each contractor shall be required by the Grantee to reimburse the Grantor promptly upon receipt of bill for such protective services and devices furnished to the contractor.

WEBBER & THIES, P. C.

ATTORNEYS AT LAW

202 LINCOLN SQUARE

P.O. Box 189

URBANA, ILLINOIS 61801

CHARLES M. WEBBER
RICHARD L. THIES
CRAIG R. WEBBER
CARL M. WEBBER
DAVID C. THIES
JEFFREY L. SALISBURY
HOLTEN D. SUMMERS
DANIEL P. WURL
SHERYL A. BAUTCH

TELEPHONE
(217) 367-1126
TELECOPIER
(217) 367-3752

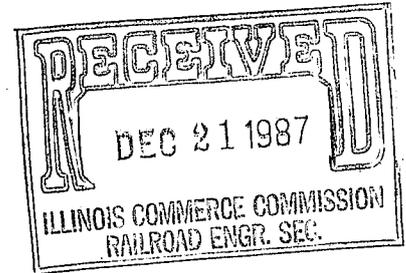
December 18, 1987

Illinois Central Gulf Railroad
Two Illinois Center
233 North Michigan Avenue
Chicago, IL 60601-5799

Attn: T.R. Zeinz, Engineer-Public Works

Re: Easement for a Roadway
Mile Post 118.73
Thomasboro, IL

COPY



Dear Mr. Zeinz:

In order to resolve the issue of the easement, I have re-examined the Order issued by the Illinois Commerce Commission to make sure what obligations existed with each of the parties. Upon such examination, it is clear that the ICC ordered the following:

1. The Village of Thomasboro is required to construct a connecting road between Morris Street and County Highway 33 west of and parallel to the ICG main line tracks.
2. The ICG is to provide an easement which extends the entire length from Morris Street to County Highway 33.
3. There is no requirement or order for the Village to indemnify ICG in regard to this project.
4. There were no qualifications placed on the offer by ICG to provide the easement. As shown in the railroad evidence as stated by the ICC, it was the ICG's recommendation and evidence that they grant an easement to the Village.
5. In the allocation of costs, the ICG is to bear the cost of close and barricade the Thomas Street crossing and to contribute an easement for the connecting road.

If your position continues to be one of imposing on the Village more than was required by the ICC's Order, then we will discuss with the ICC the possibility of reconsidering the staff's original recommendation, which was to install automatic flashing light signals and gates at the connecting

Mr. T.R. Zeinz
December 18, 1987
Page 2

road between Thomas Street and Morris Street.

I have enclosed a draft of an easement that effectively conveys the property in question to the Village of Thomasboro. I would recommend that the issues in discussion are of a legal nature and not an engineering problem. Therefore, I would recommend that the ICG turn this matter over to their legal counsel for resolution.

Sincerely yours,

WEBBER & THIES, P.C.

By 
Holten D. Summers

HDS:ct

Enclosure

cc: Robert Berry

EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, Illinois Central Gulf Railroad Company, a corporation of the State of Delaware, for and in consideration of the sum of One Dollar (\$1.00), in hand paid, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby grants, so far as it lawfully may, to the Village of Thomasboro, Grantee, an easement for a roadway on and across the lands of the Grantor, in the vicinity of Mile Post 118.73 in Thomasboro, Illinois, and described as follows:

All of the northwestern 60 feet in equal width of the original 200 foot wide right of way of the Illinois Central Gulf Railroad Company's Chicago District extending northeasterly across the Southwest Quarter of Section 28, Township 21 North, Range 9 East, at Thomasboro, in Champaign County, Illinois, a distance of 2575 feet as measured along the northwest line of said original 200 foot wide Railroad right of way, from the north line of the south 33 feet of the Southwest Quarter of the Southwest Quarter, to a line that extends northwest to southeast perpendicular to said northwest right of way line in the Northeast Quarter of the Southwest Quarter.

If the public use of the easement as a roadway is abandoned or discontinued, said easement shall therefore cease and possession shall be returned to Grantor.

IN WITNESS WHEREOF, The Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the ____ day of _____, 19____.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By _____
Chief Engineer

ATTEST:

Title:

ACCEPTED

VILLAGE OF THOMASBORO

By _____
President Board of Trustees

ATTEST:

Village Clerk



An **IC Industries** Company

**Illinois Central
Gulf Railroad**
Two Illinois Center
233 North Michigan Avenue
Chicago, IL 60601-5799
(312) 819 7500

December 1, 1987

119-23

Mr. Bernard L. Morris
Chief Railroad Engineer
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62706

SUBJECT: DOCKET NO. 87-0056
GRANT OF EASEMENT FOR
PARALLEL CONNECTING ROADWAY TO
VILLAGE OF THOMASBORO

Dear Mr. Morris:

Reference is made to your letter of November 25, 1987 concerning objections raised by the Village's attorney, Mr. Holten D. Summers, with respect to the form of easement proposed to be used by the Railroad to convey the subject easement.

Attached is a copy of the latest draft of the easement agreement as proposed to the Village, copies of all correspondence exchanged by the Railroad and Mr. Summers concerning this matter and a copy of the standard form of easement agreement customarily employed by ICG to grant permanent easements for highway purposes to the Illinois Department of Transportation.

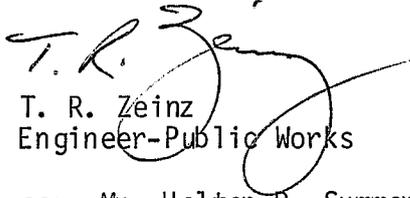
You will note that the form of easement proposed to the Village is a permanent easement. Secondly, the language in Section 2 which Mr. Summers seems most concerned about is identical to that in the form customarily used with and accepted by IDOT. Quite frankly, our position has been that if this language is good enough for IDOT, we don't see why it shouldn't be good enough for the Village of Thomasboro. Mr. Summers seems to be of the impression that the Section 2 language effectively reduces the grant to a "revokable license". We, quite simply, are unable to fathom how one can draw that conclusion.

Lastly, the Railroad did not commit to conveying an exclusive easement. We simply offered to convey "an easement for a roadway". No mention was made at the time to same being exclusive or otherwise.

Mr. Bernard L. Morris
December 1, 1987
Page 2

We did not promise to warrant title, we did not promise that the property would be free of any mortgages or other liens, we simply agreed to grant sufficient property rights to the Village so that they could construct the roadway on the Railroad's property. It is our considered opinion that we have made a good faith effort to fulfill the commitments agreed to and required by the Commission's Order.

Very truly yours,



T. R. Zeinz
Engineer-Public Works

cc: Mr. Holten D. Summers
Webber & Thies, P.C.
P.O. Box 189
Urbana, IL 61801

Mr. J. H. Doeringer

THIS INDENTURE WITNESSETH, that the Grantor, ILLINOIS CENTRAL GULF RAILROAD COMPANY, a corporation of the State of Delaware, for and in consideration of the sum of ONE DOLLAR (\$1.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, so far as it lawfully may, to the VILLAGE OF THOMASBORO, Grantee, an easement for a roadway, hereinafter for convenience referred to as the "Structure", on and across the land of the said ILLINOIS CENTRAL GULF RAILROAD COMPANY, in the vicinity of Mile Post 118.73 in Thomasboro, Illinois, as shown in orange on print attached hereto and made a part hereof and more particularly described as follows:

All of the Northwestern 60 feet in equal width of the original 200 foot wide right of way of the Illinois Central Gulf Railroad Company's Chicago District extending northeasterly across the Southwest Quarter of Section 28, Township 21 North, Range 9 East, at Thomasboro, in Champaign County, Illinois, a distance of 2575 feet as measured along the northwest line of said original 200 foot wide Railroad right of way, from the north line of the south 33 feet of the Southwest Quarter of the Southwest Quarter, to a line that extends northwest to southeast perpendicular to said northwest right of way line in the Northeast Quarter of the Southwest Quarter.

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and the Grantee, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easement granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.

2. The Grantor reserves to itself, its grantees (other than the Grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of and above the said described premises. The Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations may be made without substantial interference with the use of the said premises as provided in this indenture.

3. Excepting as may be otherwise provided in Illinois Commerce Commission Order No. 87-0056 dated June 10, 1987 as amended, the Grantee shall, without charge or assessment therefor against the Grantor or the Grantor's property, perform all work and furnish all material necessary for the construction, maintenance or reconstruction of the Structure, and make or cause to be made any changes or alterations in the location or construction of the Grantor's facilities that may be made necessary by this grant or by the location, construction, or use of the Structure. The Grantee shall also assume and pay all expense incurred by the Grantor incident to, or as a result of, the exercise of this grant.

4. Neither the Grantor nor its property shall be subjected to any charge, assessment, or expense, arising from, growing out of, or in any way attributable to, the construction, maintenance, use or operation of the Structure, whether within or without the confines of Grantor's property, nor for any crossing protection thereat, nor for any highway improvement thereon if this easement is for roadway purposes, excepting as may be otherwise provided in Illinois Commerce Commission Order No. 87-0056 dated June 10, 1987 as amended. If the Grantor or its property is legally subjected to any such charge, assessment, or expense, the Grantee shall pay Grantor, as additional compensation for the rights granted in this indenture, an amount of money equal to any such charge, assessment or expense paid by the Grantor.

5. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

6. If any work to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's tracks or waylands, to obtain from the Grantor's authorized representative permission for occupancy and use of the premises and to ascertain and comply with the Grantor's requirements for clearances, operation, and its general safety regulations. The Grantor may furnish each contractor, at such contractor's sole cost and expense, protective services and devices, including, but not limited to, switchtenders, flagmen, or watchmen as the Grantor may deem desirable for the safety and continuity of railroad traffic during the work. Each contractor shall be required by the Grantee to reimburse the Grantor promptly upon receipt of bill for such protective services and devices furnished to the contractor.

The Grantee shall withhold final payment to its contractor or contractors until the Grantor has notified the Grantee that all such bills have been settled. The Grantee shall reimburse the Grantor upon receipt of bills for any work performed for the Grantee by the Grantor.

Cost and expense for work performed by Grantor, as referred to in this indenture, shall consist of the actual cost of labor and materials plus Grantor's standard additives in effect at the time the work is performed.

7. For any work let by contract, the Grantee shall require each of its contractors to furnish evidence of Workmen's Compensation coverage and to maintain at all times during any work: (A) Contractors' Public Liability and Property Damage Liability Insurance, including automobile coverage, with a combined single limit of \$2,000,000 per occurrence with an aggregate limit of \$6 million for the term of the policy; (B) if subcontractors are involved, Contractors' Protective Public Liability and Property Damage Liability Insurance, with the limits prescribed in (A) above; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above. The Railroad Protective policy shall name the Illinois Central Gulf Railroad Company as the insured, shall be in a form acceptable to the Railroad and said insurance shall be primary as it relates to this contract. The Grantee shall require each contractor to furnish to the Grantor the Railroad Protective policy and certificates evidencing the other insurance coverage required in this Section. The Railroad Protective policy and all insurance certificates shall be subject to the Grantor's approval before any work may be started on the Grantor's property by any contractor.

8. If the public use of the easement on the premises described in this indenture for the purposes expressed in it shall be abandoned or discontinued, or if the Grantee violates any provision of this indenture, the said easement shall thereupon cease and determine, and the Grantee shall surrender or cause to be surrendered to the Grantor, or its successors or assigns, the peaceable possession of the said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of Grantor's premises and of the portions thereof herein involved are reserved to Grantor, its successors or assigns, subject to the right, permission and authority herein expressly granted in this indenture. Upon termination of the easement for any reason, the Grantee shall restore the Grantor's premises to a like condition as at present, insofar as such restoration may in the opinion of the Grantor's duly authorized representative be practicable.

9. Subject to the provisions of the foregoing Section 8, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the _____, 19____.

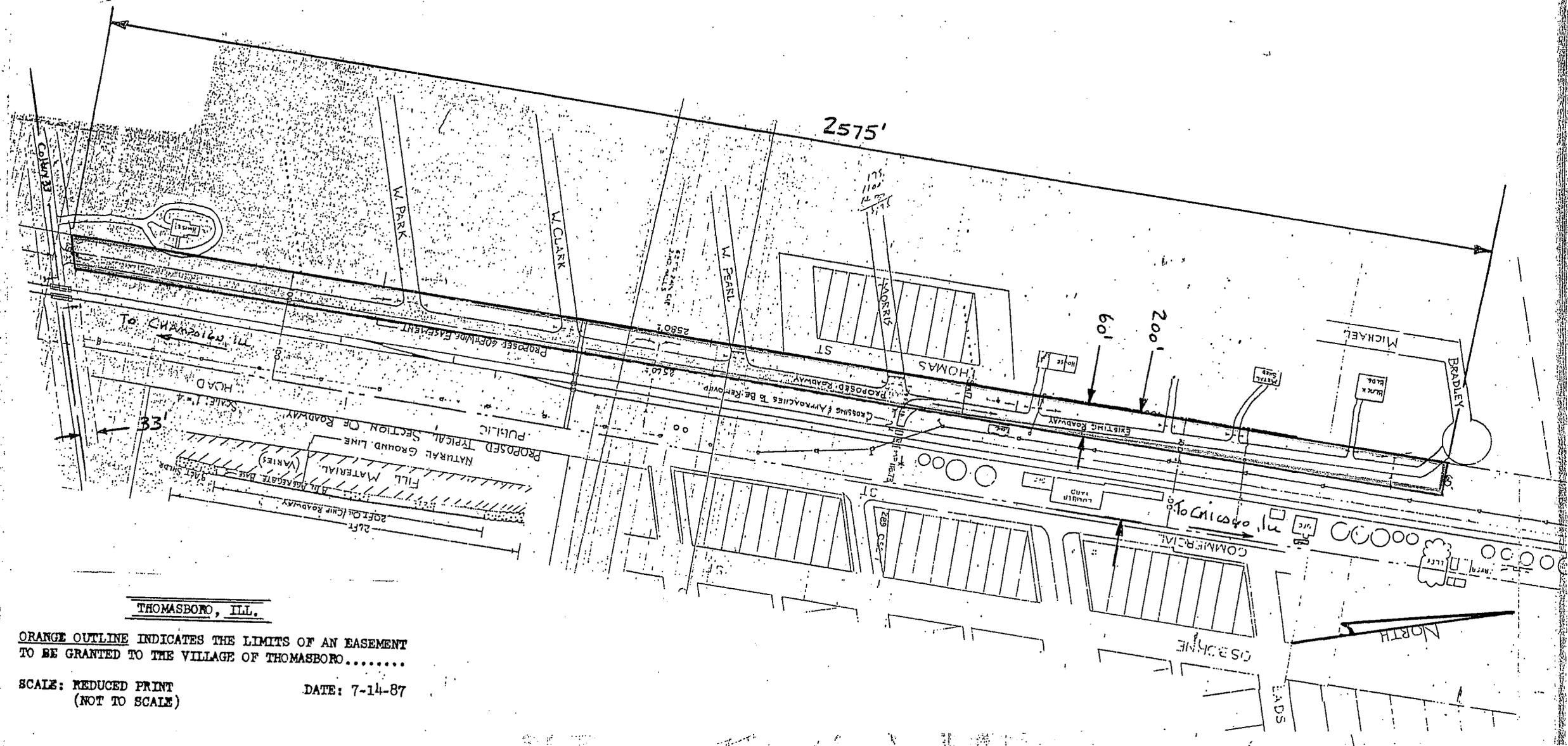
ATTEST: ILLINOIS CENTRAL GULF RAILROAD COMPANY

By _____
Vice President Engineering

ACCEPTED:

ATTEST:

By _____
Title: _____
Certified Resolution is required.



THOMASBORO, ILL.

ORANGE OUTLINE INDICATES THE LIMITS OF AN EASEMENT
TO BE GRANTED TO THE VILLAGE OF THOMASBORO.....

SCALE: REDUCED PRINT
(NOT TO SCALE)

DATE: 7-14-87

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware Corporation, duly authorized to do business in the State of Illinois, hereinafter referred to as Grantor, for and in consideration of the sum of

(\$ _____) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, so far as it lawfully may, unto the People of the State of Illinois, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as State, a permanent easement for the purpose of _____

hereinafter referred to as "Structure", over, across and upon the right of way and property of Grantor, in the vicinity of Grantor's Mile Post

Illinois, as shown on print attached hereto and made a part hereof, and described as follows:

Sample: 1150T easement

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and the Grantee, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easement granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.

2. The Grantor reserves to itself, its grantees (other than the Grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of and above the said described premises. The Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations may be made without substantial interference with the use of the said premises as provided in this indenture.

3. The Grantee shall, without charge or assessment therefor against the Grantor or the Grantor's property, perform all work and furnish all material necessary for the construction, maintenance or reconstruction of the Structure, and make or cause to be made any changes or alterations in the location or construction of the Grantor's facilities that may be made necessary by this grant or by the location, construction, or use of the Structure. The Grantee shall also assume and pay all expense incurred by the Grantor incident to, or as a result of, the exercise of this grant.

4. Neither the Grantor nor its property shall be subjected to any charge, assessment, or expense, arising from, growing out of, or in any way attributable to, the construction, maintenance, use or operation of the Structure, whether within or without the confines of Grantor's property, nor for any crossing protection thereat, nor for any highway improvement thereon if this easement is for roadway purposes. If the Grantor or its property is legally subjected to any such charge, assessment, or expense, the Grantee shall pay Grantor, as additional compensation for the rights granted in this indenture, an amount of money equal to any such charge, assessment or expense paid by Grantor.

5. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

If any work to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's tracks or waylands, to obtain from the Grantor's authorized representative permission for occupancy and use of the premises and to ascertain and comply with the Grantor's requirements for clearances, operation, and its general safety regulations. The Grantor may furnish each contractor, at such contractor's sole cost and expense, protective services and devices, including, but not limited to, switchtenders, flagmen, or watchmen as the Grantor may deem desirable for the safety and continuity of railroad traffic during the work. Each contractor shall be required by the Grantee to reimburse

the Grantor promptly upon receipt of bill for such protective services and devices furnished to the contractor.

The Grantee shall withhold final payment to its contractor or contractors until the Grantor has notified the Grantee that all such bills have been settled. The Grantee shall reimburse the Grantor upon receipt of bills for any work performed for the Grantee by the Grantor.

Cost and expense for work performed by Grantor, as referred to in this indenture, shall consist of the actual cost of labor and materials plus Grantor's standard additives in effect at the time the work is performed.

7. For any work let by contract, the Grantee shall require each of its contractors to furnish evidence of Workmen's Compensation coverage and to maintain at all times during any work: (A) Contractors' Public Liability and Property Damage Liability Insurance, including automobile coverage, with a combined single limit of \$2,000,000 per occurrence with an aggregate limit of \$6 million for the term of the policy; (B) if subcontractors are involved, Contractors' Protective Public Liability and Property Damage Liability Insurance, with the limits prescribed in (A) above; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above. The Railroad Protective policy shall name the Illinois Central Gulf Railroad Company as the insured, shall be in a form acceptable to the Railroad and said insurance shall be primary as it relates to this contract. The Grantee shall require each contractor to furnish to the Grantor the Railroad Protective policy and certificates evidencing the other insurance coverage required in this Section. The Railroad Protective policy and all insurance certificates shall be subject to the Grantor's approval before any work may be started on the Grantor's property by any contractor.

8. If the public use of the easement on the premises described in this agreement for the purposes expressed in it shall be abandoned or discontinued, the said easement shall thereupon cease and determine and the State shall surrender or cause to be surrendered to the Grantor or their successors or assigns, the peaceable possession of the said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the State and of the public for use and occupancy of the said premises. Full and complete title, ownership, and use of Grantor's premises and of the portions thereof herein involved are reserved to Grantor, its successors or assigns, subject to the right, permission, and authority herein expressly granted in this agreement. Upon termination of the easement for any reason the Grantee shall restore the Grantor's premises to a like condition as at present, insofar as such restoration may in the opinion of the Grantor's duly authorized representative be practicable.

9. Subject to the provisions of the foregoing Section 8, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the _____ day of _____, 19____.

ATTEST: ILLINOIS CENTRAL GULF RAILROAD COMPANY

By Chief Engineer

ACCEPTED:

STATE OF ILLINOIS, DEPARTMENT OF
TRANSPORTATION

By _____
Title: _____



STATE OF ILLINOIS

Illinois Commerce Commission

527 EAST CAPITOL AVENUE
P.O. BOX 19280
SPRINGFIELD, ILLINOIS 62794-9280

November 25, 1987

Mr. Tom Zeinz
Engineer - Public Works
Illinois Central Gulf RR Co.
Two Illinois Center
233 North Michigan Avenue
Chicago, Illinois

Dear Mr. Zeinz:

Please refer to Mr. Holten D. Summer's letter to you dated October 26, 1987 concerning the easement for the new roadway that will parallel the ICG tracks in Thomasboro, Champaign County, Illinois.

It was also the understanding of staff that the easement for the new roadway to be conveyed to the Village of Thomasboro was to be an exclusive agreement. It was the intent of the Order that the railroad grant a permanent easement to the Village for the roadway.

I suggest the railroad reconsider the language in paragraph 2 of the document. If the matter cannot be worked out to provide a permanent easement, I will advise the Village to file a petition with the Commission seeking permission to condemn the railroad property for the new roadway.

Very truly yours,

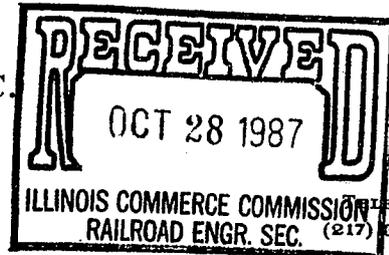
A handwritten signature in cursive script that reads "Bernard L. Morris".

Bernard L. Morris
Chief Railroad Engineer

RB/jm

cc: Holten D. Summers
Attorney

WEBBER & THIES, P.C.
ATTORNEYS AT LAW
202 LINCOLN SQUARE
P.O. Box 189
URBANA, ILLINOIS 61801



CHARLES M. WEBBER
RICHARD L. THIES
CRAIG R. WEBBER
CARL M. WEBBER
DAVID C. THIES
JEFFREY L. SALISBURY
HOLTEN D. SUMMERS
DANIEL P. WURL
SHERYL A. BAUTCH

ILLINOIS COMMERCE COMMISSION TELEPHONE
RAILROAD ENGR. SEC. (217) 367-1126
TELECOPIER
(217) 367-3752

October 26, 1987

Illinois Central Gulf Railroad
Two Illinois Central
233 N. Michigan Avenue
Chicago, IL 60601-5799

COPY

ILLINOIS COMMERCE
COMMISSION
OCT 28 11 18 AM '87
TRANSPORTATION DIV

Attn: T.R. Zeinz, Engineer-Public Works

Re: Easement For A Roadway Mile Post 118.73, Thomasboro
Illinois

Dear Mr. Zeinz:

Thank you for your letter dated September 25, 1987. In response to your comments contained in your letter, I would simply say that while it might be possible to negotiate the appropriate language for most of the paragraphs, I think we are miles apart in regard to paragraph 2 and specifically what form the easement is to take. For that reason, I am providing to Illinois Commerce Commission copies of our correspondence, a copy of the easement and copies of all future correspondence in an effort to resolve this issue.

It certainly was my understanding that the easement to be conveyed to the Village of Thomasboro was to be an exclusive easement. The development of a standard form is certainly expedient but not appropriate in this particular case. I would hope that we would be able to work out the language so that a document could be developed that would be acceptable both to ICG and Village of Thomasboro. However, if your position as stated in the September 25, 1987 letter is unchanged, then it is apparent that this matter should be turned over to the Illinois Commerce Commission for resolution.

Sincerely yours,

WEBBER & THIES, P.C.

By 
Holtén D. Summers

HDS:ct

cc: ICC
Dave Deem
Jay Dingee

WEBBER & THIES, P.C.

ATTORNEYS AT LAW

202 LINCOLN SQUARE

P.O. Box 189

URBANA, ILLINOIS 61801

CHARLES M. WEBBER
RICHARD L. THIES
CRAIG R. WEBBER
CARL M. WEBBER
DAVID C. THIES
JEFFREY L. SALISBURY
HOLTEN D. SUMMERS
DANIEL P. WURL
SHERYL A. BAUTCH

TELEPHONE
(217) 367-1126

TELECOPIER
(217) 367-3752

August 3, 1987

Illinois Central Gulf Railroad
Two Illinois Center
233 North Michigan Avenue
Chicago, IL 60601-5799

COPY

Attn: T.R. Zeinz, Engineer-Public Works

Re: Easement for a Roadway
Mile Post 118.73
Thomasboro, Illinois

Dear Mr. Zeinz:

Thank you for your letter dated July 23, 1987, and the enclosed easement agreement. I would like to address the following points before presenting the agreement to the Village Board:

1. Legal description: It appears that the starting point of the easement should be the north line of the south 33 feet, vice 66 feet, of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$.

2. The following comments are keyed to specific paragraphs:

A. Paragraph 2: This provision has to be deleted. The language reduces the easement to a license which can be revoked by the Grantor at any time, for any reason. Therefore, I don't think it accurately reflects what, in fact, is to be granted.

B. Paragraph 3: This provision will have to be reworded. In fact, there are some costs that will be borne by the Grantor - closing of a street crossing and repair of a pedestrian crossing - and maybe other costs too. The costs of construction and maintenance of the street shall not be charged to the Grantor. I think that should be the extent of this paragraph.

C. Paragraph 4: See comments for paragraph 3. Certainly, the Village can state that it won't impose any charge or assessment. But, it can't control what the county or state may do.

D. Paragraph 5: The Grantor can, and should, covenant quiet enjoyment to the Village as to any claim that it may have.

Illinois Central Gulf Railroad
Attn: T.R. Zeinz
August 3, 1987
Page 2

E. Paragraph 6: This provision has to be deleted.

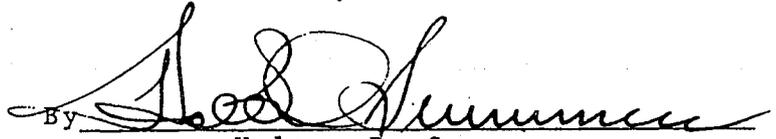
F. Paragraph 7: I think that it is reasonable for the ICG to expect to be protected as the landowner. Such provision will be made in the contracts that are put out for bid. However, it will be the Village's right to approve such certificate. This provision will have to be redone to conform with the Village's contractual requirements.

G. Paragraph 8: The Village will peacefully surrender the premises when the specified use terminates or is abandoned.

If you would like to discuss these provisions in more detail, then do not hesitate to contact me.

Sincerely yours,

WEBBER & THIES, P.C.

By 
Holten D. Summers

HDS:ct

cc: Dave Deem



An IC Industries Company

Illinois Central
Gulf Railroad
Two Illinois Center
233 North Michigan Avenue
Chicago, IL 60601-5799
(312) 819 7500

September 25, 1987

119-23

Mr. Holton D. Summers
Attorney at Law
Webber & Thies, P.C.
202 Lincoln Square
P.O. Box 189
Urbana, IL 61801



ILLINOIS COMMERCE
COMMISSION

SUBJECT: EASEMENT FOR A ROADWAY
MILE POST 118.73
THOMASBURO, ILLINOIS

Dear Mr. Summers:

Reference is made to your letter of August 3, 1987 concerning the proposed conveyance of an easement to the Village of Thomasboro as contemplated by Illinois Commerce Commission Order No. 87-0056.

We have reviewed the points raised in your letter and reply as follows:

Legal Description: Agreed.

Paragraph 2: We do not agree with deleting this provision, nor do we concur that the language reduces the easement to a revocable license. We never promised to convey an exclusive easement. The Village's interests are protected by the clause which states "... provided that said installations may be made without substantial interference with the use of the said premises as provided in this indenture." When read in conjunction with paragraph 1, were paragraph 2 to be deleted, we might be hard pressed in the future to further grant even the Village the right to put a sewer or water main on the same property if they so desired.

Paragraph 3: We are agreeable to adding the words "Excepting as may be otherwise provided in Illinois Commerce Commission Order No. 87-0056 dated June 10, 1987 as amended," at the start of this paragraph.

Paragraph 4: The same wording (as in paragraph 3 above) can be inserted at the end of the first sentence. We must insist the balance of this language remain as is.

Mr. Holton D. Summers
September 25, 1987
Page 2

Paragraph 5: We disagree. This is an easement, not conveyance of fee. In fact, we don't even warrant title when we do convey fee. Secondly, and the reason why an easement in the first place rather than a fee conveyance, is to avoid our having to obtain a release from the Railroad's mortgage holder. They will only consent to a release when the Railroad receives fair market value compensation. Since this is an in-kind contribution and no monetary compensation is changing hands, this language is non-negotiable.

Paragraph 6: This language is for the contractor's, as well as Village's and Railroad's protection, so that all concerned are aware of the hazards and appropriate safety precautions to be taken when doing work in close proximity to a railroad or when on the Railroad's property. In this instance, it may be largely unnecessary in that the distance from the present tracks likely precludes any possibility that the contractor or his equipment would be fouling the tracks; nonetheless, there could be buried cables or overhead wire lines on or in close proximity to the easement area which might need to be located and/or protected during the construction. It is also possible that additional tracks could be constructed, not necessarily on but close to the easement area, which may present some concern during future maintenance or reconstruction activities. We have no intention of furnishing or insisting on any such protective services other than those which we deem warranted under the circumstances. We must insist, however, on having final say as to the conduct of the contractor's operations to the extent that same may affect matters of railroad safety or the Railroad's facilities.

Paragraph 7: The amounts and types of coverage specified are identical to those required by the vast majority of state highway agencies, including Illinois, for highway work done on railroad right of way. This clause does not preclude the Village's prerogative to approve the contractor's insurance certificates insofar as the Village is concerned. It simply states that the Railroad also has the right to do so as to the amounts and types of coverage and also the form of the Railroad Protective policy. Although we're sure the Village's engineer and/or attorney is quite qualified to review and approve the other forms of insurance, most likely they are not as familiar with the nuances of Railroad Protective policies as are we. In view of the respective expertise of the parties and the fact the Railroad Protective Liability policy is to name the Railroad Company as the insured (incidentally, Amtrak should also be listed as an additional insured), it simply makes more sense that the Railroad review and approve the Railroad Protective insurance. Also, what's the harm if we also wish to verify the amounts of other insurance in place. Procedurally, the way this usually works is the contractor would submit his insurance to the Village and, after the Village has satisfied itself that what has been submitted is acceptable, then the Village would pass it to the Railroad for our concurrence.

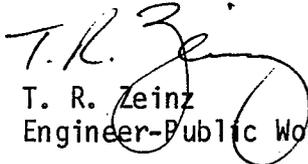
Mr. Holton D. Summers
September 25, 1987
Page 3

In summary, other than the correction in the legal description and the insertions in paragraphs 3 and 4 per above, we must insist on the language as presented. I cannot say for certain if you'll find it in the ICC hearing transcript (because I'm not sure if it was said on or off the record) but I distinctly recall when we made the offer to convey this easement to the Village, same was conditioned on the Village's acceptance of our standard form of easement agreement. The form of agreement presented is our standard form customarily used for such purposes and is routinely accepted by state, county and local governmental agencies all over our Railroad. Although we appreciate your comments and concerns, we see no reason to make any further exceptions in this instance. Admittedly, some of the language may appear "boiler plate" and not directly concern the work presently contemplated, but we consider it essential that it remain. I assure you that even though certain provisions may reserve more rights to the Railroad than you might prefer, we have no desire to invoke or exercise any more prerogatives than we deem truly necessary to protect our residual interests. We most certainly do not view this as an adversarial relationship and are as anxious as you to see the improvement brought to a successful and timely conclusion.

Revised pages 1 and 2 reflecting the changes we herein agreed to are enclosed for your substitution in the documents previously forwarded.

If I may be of further assistance in this matter, please advise.

Very truly yours,


T. R. Zeinz
Engineer-Public Works

THIS INDENTURE WITNESSETH, that the Grantor, ILLINOIS CENTRAL GULF RAILROAD COMPANY, a corporation of the State of Delaware, for and in consideration of the sum of ONE DOLLAR (\$1.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, so far as it lawfully may, to the VILLAGE OF THOMASBORO, Grantee, an easement for a roadway, hereinafter for convenience referred to as the "Structure", on and across the land of the said ILLINOIS CENTRAL GULF RAILROAD COMPANY, in the vicinity of Mile Post 118.73 in Thomasboro, Illinois, as shown in orange on print attached hereto and made a part hereof and more particularly described as follows:

All of the Northwestern 60 feet in equal width of the original 200 foot wide right of way of the Illinois Central Gulf Railroad Company's Chicago District extending northeasterly across the Southwest Quarter of Section 28, Township 21 North, Range 9 East, at Thomasboro, in Champaign County, Illinois, a distance of 2575 feet as measured along the northwest line of said original 200 foot wide Railroad right of way, from the north line of the south 66 feet of the Southwest Quarter of the Southwest Quarter, to a line that extends northwest to southeast perpendicular to said northwest right of way line in the Northeast Quarter of the Southwest Quarter.

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and the Grantee, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easement granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.

2. The Grantor reserves to itself, its grantees (other than the Grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of and above the said described premises. The Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations may be made without substantial interference with the use of the said premises as provided in this indenture.

3. The Grantee shall, without charge or assessment therefor against the Grantor or the Grantor's property, perform all work and furnish all material necessary for the construction, maintenance or reconstruction of the Structure, and make or cause to be made any changes or alterations in the location or construction of the Grantor's facilities that may be made necessary by this grant or by the location, construction, or use of the Structure. The Grantee shall also assume and pay all expense incurred by the Grantor incident to, or as a result of, the exercise of this grant.

4. Neither the Grantor nor its property shall be subjected to any charge, assessment, or expense, arising from, growing out of, or in any way attributable to, the construction, maintenance, use or operation of the Structure, whether within or without the confines of Grantor's property, nor for any crossing protection thereat, nor for any highway improvement thereon if this easement is for roadway purposes. If the Grantor or its property is legally subjected to any such charge, assessment, or expense, the Grantee shall pay Grantor, as additional compensation for the rights granted in this indenture, an amount of money equal to any such charge, assessment or expense paid by the Grantor.

5. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

6. If any work to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's tracks or waylands, to obtain from the Grantor's authorized representative permission for occupancy and use of the premises and to ascertain and comply with the Grantor's requirements for clearances, operation, and its general safety regulations. The Grantor may furnish each contractor, at such contractor's sole cost and expense, protective services and devices, including, but not limited to, switchtenders, flagmen, or watchmen as the Grantor may deem desirable for the safety and continuity of railroad traffic during the work. Each contractor shall be required by the Grantee to reimburse the Grantor promptly upon receipt of bill for such protective services and devices furnished to the contractor.

The Grantee shall withhold final payment to its contractor or contractors until the Grantor has notified the Grantee that all such bills have been settled. The Grantee shall reimburse the Grantor upon receipt of bills for any work performed for the Grantee by the Grantor.

Cost and expense for work performed by Grantor, as referred to in this indenture, shall consist of the actual cost of labor and materials plus Grantor's standard additives in effect at the time the work is performed.

7. For any work let by contract, the Grantee shall require each of its contractors to furnish evidence of Workmen's Compensation coverage and to maintain at all times during any work: (A) Contractors' Public Liability and Property Damage Liability Insurance, including automobile coverage, with a combined single limit of \$2,000,000 per occurrence with an aggregate limit of \$6 million for the term of the policy; (B) if subcontractors are involved, Contractors' Protective Public Liability and Property Damage Liability Insurance, with the limits prescribed in (A) above; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above. The Railroad Protective policy shall name the Illinois Central Gulf Railroad Company as the insured, shall be in a form acceptable to the Railroad and said insurance shall be primary as it relates to this contract. The Grantee shall require each contractor to furnish to the Grantor the Railroad Protective policy and certifies evidencing the other insurance coverage required in this Section. The Railroad Protective policy and all insurance certificates shall be subject to the Grantor's approval before any work may be started on the Grantor's property by any contractor.

8. If the public use of the easement on the premises described in this indenture for the purposes expressed in it shall be abandoned or discontinued, or if the Grantee violates any provision of this indenture, the said easement shall thereupon cease and determine, and the Grantee shall surrender or cause to be surrendered to the Grantor, or its successors or assigns, the peaceable possession of the said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of Grantor's premises and of the portions thereof herein involved are reserved to Grantor, its successors or assigns, subject to the right, permission and authority herein expressly granted in this indenture. Upon termination of the easement for any reason, the Grantee shall restore the Grantor's premises to a like condition as at present, insofar as such restoration may in the opinion of the Grantor's duly authorized representative be practicable.

9. Subject to the provisions of the foregoing Section 8, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the _____ day of _____, 19____.

ATTEST:

ILLINOIS CENTRAL GULF RAILROAD COMPANY

Title: _____

By
Chief Engineer

ACCEPTED: _____

ATTEST:

VILLAGE OF THOMASBORO

Title: _____

By
Title: _____

Certified Resolution is required.

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, _____, a Notary Public in and for said County and State, hereby certify that _____

CHIEF ENGINEER of the aforesaid ILLINOIS CENTRAL GULF RAILROAD COMPANY, who is personally known to me, and known to be such CHIEF ENGINEER of said corporation, and the same person whose name is subscribed in the above instrument as such CHIEF ENGINEER appeared before me this day in person in said State and County, and being by me duly sworn, did say that he was on the date of the execution of the said instrument

CHIEF ENGINEER of the said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged that he, being informed of the contents of the instrument as such CHIEF ENGINEER signed, sealed and delivered the said instrument by signing the name of the corporation by himself as CHIEF ENGINEER as his own free and voluntary act as CHIEF ENGINEER and as the free and voluntary act and deed of the said corporation for the uses and purposes therein set forth. I further certify that the seal of said corporation as affixed to said instrument was attested and proven before me by _____, as Secretary of said corporation.

Given under my hand and seal of office in Chicago, Cook County, Illinois, this _____ day of _____, 19____.

Notary Public _____
My Commission Expires _____.

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Illinois Commerce Commission :
 On Its Own Motion :
 vs. :
 Illinois Central Gulf Railroad Company; the :
 Village of Thomasboro, Champaign County; and the :
 State of Illinois, Department of Transportation :
 Citation with respect to improving public safety :
 at public grade crossings along the tracks of the :
 Illinois Central Gulf Railroad Company in the :
 Village of Thomasboro, Champaign County, Illinois :
 by the installation of automatic flashing light : 87-0056
 signals and gates at the Thomas Street (DOT 289 :
 052T) grade crossing, by the reconstruction of the :
 crossing surfaces and highway approaches at the :
 Thomas Street grade crossing, by the construction :
 of a connecting road between Thomas Street and :
 Morris Street, by the adjustment of tracks at the :
 Thomas Street grade crossing to provide a uniform :
 top of rail elevation through the crossing, by the :
 closing and barricading with moveable type barri- :
 cades of the county road (DOT 289 051L) grade :
 crossing and by providing any other relief that :
 the Commission may under the circumstances deem :
 necessary and appropriate and dividing the cost :
 among the parties in accordance with Law. :

AMENDATORY ORDER

By the Commission:

On February 4, 1987, the Illinois Commerce Commission ("Commission"), on its own motion, issued the above citation order naming therein the Illinois Central Gulf Railroad Company ("ICG"), the Village of Thomasboro, Champaign County, Illinois ("Village"), and the State of Illinois, Department of Transportation ("IDOT") as parties respondent.

Pursuant to proper legal notice, public hearings were held and an order was entered by the Commission on June 10, 1987. On July 28, 1987, the Illinois Central Gulf Railroad Company filed a Motion to Reopen on a Limited Issue. In its motion, ICG states that as part of the work to be performed, a pedestrian crossing was to be repaired. In the second ordering paragraph of the order, this pedestrian crossing was placed near the Thomas Street crossing. ICG further states that the pedestrian crossing is located nearer to West Clark Street. The record in this matter supports ICG's motion and ICG's Motion should be granted.

289052T

291008F

The second ordering paragraph of the June 10, 1987 order should read as follows:

IT IS FURTHER ORDERED that the Illinois Central Gulf Railroad Company, be and it is hereby, required to close, barricade and abolish the Thomas Street crossing (DOT 289 052 T) and to maintain the pedestrian walk way located near West Clark Street conforming to 92 Ill. Adm. Code 1535.

IT IS THEREFORE ORDERED that the Motion to Reopen on a Limited Issue filed by the Illinois Central Gulf Railroad Company be and it is hereby granted.

IT IS FURTHER ORDERED that the second ordering paragraph of the June 10, 1987 order be and is hereby amended as follows:

IT IS FURTHER ORDERED that the Illinois Central Gulf Railroad Company, be and it is hereby, required to close, barricade and abolish the Thomas Street crossing (DOT 289 052 T) and to maintain the pedestrian walk way located near West Clark Street conforming to 92 Ill. Adm. Code 1535.

IT IS FURTHER ORDERED that in all other respects the order entered on June 10, 1987 in this matter remain in full force and effect.

By order of the Commission this 19th day of August, 1987.

(SIGNED) MARY B. BUSHNELL

Chairman

(S E A L)

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Illinois Commerce Commission :
 On Its Own Motion :
 vs. :
 Illinois Central Gulf Railroad Company; the :
 Village of Thomasboro, Champaign County; and the :
 State of Illinois, Department of Transportation :
 :
 Citation with respect to improving public safety :
 at public grade crossings along the tracks of the :
 Illinois Central Gulf Railroad Company in the :
 Village of Thomasboro, Champaign County, Illinois :
 by the installation of automatic flashing light : 87-0056
 signals and gates at the Thomas Street (DOT 289 :
 052T) grade crossing, by the reconstruction of the :
 crossing surfaces and highway approaches at the :
 Thomas Street grade crossing, by the construction :
 of a connecting road between Thomas Street and :
 Morris Street, by the adjustment of tracks at the :
 Thomas Street grade crossing to provide a uniform :
 top of rail elevation through the crossing, by the :
 closing and barricading with moveable type barri- :
 cades of the county road (DOT 289 051L) grade :
 crossing and by providing any other relief that :
 the Commission may under the circumstances deem :
 necessary and appropriate and dividing the cost :
 among the parties in accordance with Law. :

ORDER

By the Commission:

On February 4, 1987, the Illinois Commerce Commission ("Commission"), on its own motion, issued the above citation order naming therein the Illinois Central Gulf Railroad Company ("ICG"), the Illinois Department of Transportation ("IDOT") and the Village of Thomasboro, Champaign County, Illinois ("Village") as parties respondent.

Pursuant to notice as required by Law and by the rules and regulations of the Commission, this matter came on for hearings on March 11 and May 6, 1987, before a duly authorized Hearing Examiner of the Commission at the Commission's offices in Springfield, Illinois. Appearances were entered by counsel on behalf of Illinois Central Gulf Railroad Company, and on behalf of the Village of Thomasboro, by a representative of the Illinois Department of Transportation and by a representative of the Railroad Section of the Transportation Division of the Commission. There were no other appearances. Evidence, both oral and documentary, was introduced into the record. At the conclusion of the hearing on May 6, 1987, the record was marked "Heard and Taken."

289051L
279052T
289053K

Staff Testimony

Michael Stead, Section Engineer, Illinois Commerce Commission, Transportation Division Railroad Section, testified on behalf of staff. Mr. Stead testified that the Illinois Central Gulf Railroad Company has three tracks running in a generally north to south direction through the Village of Thomasboro. Two of the tracks are main lines, one running north and one running south and the third track is a local siding which services a grain elevator. The siding track is approximately three inches below the elevation of the other tracks. Mr. Stead testified that the crossing surfaces at the Thomas Street crossing are in poor condition. Mr. Stead stated that the crossing lengths do not meet Commission requirements. Mr. Stead found that the clearing site distances at Thomas Street crossing were adequate for maximum train speed in all quadrants except the north east quadrant. Sight distance was restricted due to grain elevators in that quadrant. The average traffic count was 250 vehicles per day with no posted speed limit. Mr. Stead was not aware of any school buses that use the crossing. Train traffic is approximately four passenger trains per day at 79 mph maximum speed and 14 freight trains per day at a maximum speed of 55 mph with simultaneous movements over the crossing. The present protection at the Thomas Street crossing consist of reflectorized crossbuck signs with advance warning signs in the area.

Mr. Stead also testified that he conducted a field inspection on the county road crossing. The county road crossing is approximately 16 foot wide and is an oil and chip surface maintained by the Village of Thomasboro. There are two tracks at the county road crossing, the south bound main and the north bound main. The south bound main crossing is a full depth timber crossing approximately 20 feet wide in fair condition and the north bound main crossing is a ballast crossing approximately 19 feet wide in poor condition. Mr. Stead testified that the visibility studies at the county road crossing showed adequate visibility for maximum train speed in all quadrants and stopping visibility was adequate in all quadrants except the north east quadrant. The average daily traffic count indicated 140 vehicles per day use the county crossing.

Initial staff recommendations were to install automatic flashing light signals and gates; reconstruct the crossing surfaces and highway approaches; and the adjustment of tracks and construct a connecting road between Thomas Street and Morris Street west of the crossing at the Thomas Street crossing. Staff also initially proposed to close and barricade the north County road crossing (DOT 289 051 L) to public vehicular traffic by installing a set of moveable type barricades which would be locked.

Village Evidence

David L. Deem, Mayor of Thomasboro, testified on behalf of the Village. Mayor Deem was in basic agreement with staff recommendations except as to the closure of the north county crossing.

Railroad Evidence

Witnesses for the Railroad testified that the Thomas Street crossing, is a private or semi-private crossing located on Railroad property. It was the recommendation of the Railroad that the Thomas Street crossing be closed or remain a private crossing closed to the general driving public. The Illinois Central Gulf Railroad Company estimated that the cost of installing the automatic flashing light signals and gates would be \$167,100.

The Railroad testified to an alternative proposal for the improvement of the crossing in the Village of Thomasboro. The Railroad would grant an easement to the Village. A connecting street could be constructed along the Railroad's west right of way line from Morris Street to County Highway 33 tying together east-west streets and opening them to the south crossing at County Highway 33. The crossing and approaches would be removed from what has been referred to as the Thomas Street crossing (DOT 289 052 T) in the Village and the north County road crossing (DOT 289 051 L) would remain open and the Railroad would agree to perform maintenance on the crossing to bring it up to Commission standards.

All parties agreed to the above alternative proposal to improve the safety of the crossings in question. Costs were allocated as follows:

100 percent to the Grade Crossing Protection Fund to construct the connecting road;

the Illinois Central Gulf Railroad Company will bear the cost to close and barricade the Thomas Street crossing, and contribute an easement for the connecting road; and

the Village of Thomasboro will install stop signs and advance warning signs at the north County crossing (DOT 289 051 L).

The Commission, having given due consideration to the evidence of record, both oral and documentary, presented at the hearings in this matter, and being fully advised in the premises, finds that:

- (1) the Illinois Central Gulf Railroad Company is a corporation engaged in the transportation of property or passengers for hire by railroad and as such is a "rail carrier" as defined in Section 18c-1104(28) of the

Illinois Commercial Transportation Law, as amended, and is a named respondent herein;

- (2) the Village of Thomasboro and the State of Illinois, Department of Transportation were named as Respondents;
- (3) the Commission has jurisdictions of the parties hereto and of the subject matter hereof;
- (4) the recitals of fact set forth in the prefatory portion of this order are supported by the evidence of record introduced herein and are hereby adopted as findings of fact;
- (5) public convenience and necessity requires that a connecting road be constructed between Morris Street and County Highway 33 on the west side and parallel to the ICG Railroad main line tracks; the estimated cost of constructing this connecting road is \$136,045.00, as set forth in Respondent's Exhibit 3 admitted into evidence herein; it is fair and reasonable that the entire cost thereof, not to exceed \$136,045.00, should be borne by the Grade Crossing Protection Fund, that any additional cost should be borne by the Village; the ICG Railroad should provide an easement in accordance with its offer to the Village for a roadway extending the entire length from Morris Street to County Highway 33; the ICG Railroad should bear the costs to close, abolish and barricade the Thomas Street crossing (DOT 289 052 T); and future maintenance cost of this street should be borne by the Village;
- (6) in the interest of public safety and convenience, the ICG should perform routine maintenance on the north county crossing and thereafter operate and maintain said crossing in conformance with 92 Ill. Adm. Code 1535;

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the Village of Thomasboro be, and it is hereby, required to construct a connecting road between Morris Street and County Highway 33 to be located west of and parallel to the ICG main line tracks as specified in Respondent Exhibit 3, admitted into evidence herein.

IT IS FURTHER ORDERED that the Illinois Central Gulf Railroad Company, be, and it is hereby, required to close, barricade and abolish the Thomas Street crossing (DOT 289 052 T) and maintain the pedestrian walk way located at said location conforming to 92 Ill. Adm. Code 1535.

IT IS FURTHER ORDERED that the construction cost for that work at the Thomas Street crossing and the connecting road along with the future maintenance cost be apportioned among the parties as set forth in Finding (5) hereof.

IT IS FURTHER ORDERED that the Illinois Central Gulf Railroad Company be, and it is hereby, directed and required to perform maintenance on the north County road crossing (DOT 289 051 L).

IT IS FURTHER ORDERED that the Village of Thomasboro be, and it is hereby, required to install stop signs and advance warning signs for the north County road crossing (DOT 289 051 L). It is further ordered that the Village of Thomasboro shall, within one hundred twenty (120) days from the date of this order, furnish the Illinois Department of Transportation for its approval four (4) copies of the cost estimate for the construction of the afore described connecting road between Morris Street and County Highway 33.

IT IS FURTHER ORDERED that the Illinois Central Gulf Railroad Company and the Village of Thomasboro be, and they are hereby, required and directed to proceed immediately to perform the work hereby required and shall complete said work within eighteen 18 months from the date of this order.

IT IS FURTHER ORDERED that the Illinois Central Gulf Railroad Company and the Village of Thomasboro shall each file a written report within nine (9) months from the date of this order with the Chief Clerk of the Commission indicating the progress made toward a accomplishing the work herein required.

IT IS FURTHER ORDERED that the Illinois Central Gulf Railroad Company shall file National Inventory Update Report Forms upon the barricading and closing of the Thomas Street crossing.

IT IS FURTHER ORDERED that the Village of Thomasboro shall notify the Chief Clerk of the Commission in writing of the completion dates of the construction of the connecting road herein required and shall submit such notification to the Chief Clerk within five days after said completion.

By order of the Commission this 10th day of June, 1987.

(SIGNED) MARY B. BUSHNELL

Chairman

(S E A L)

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Illinois Commerce Commission :
on its own motion :
-vs- :
Illinois Central Gulf Railroad Company; : 87-0056
the Village of Thomasboro, Champaign :
County; and State of Illinois, Depart- :
ment of Transportation :
:
Citation with respect to improving :
public safety at public grade crossings: :
along the tracks of the Illinois :
Central Gulf Railroad Company in the :
Village of Thomasboro, Champaign :
County, Illinois by the installation :
of automatic flashing light signals :
and gates at the Thomas Street :
(DOT 289 052T) grade crossing, by the :
reconstruction of the crossing sur- :
faces and highway approaches at the :
Thomas Street grade crossing, by the :
construction of a connecting road :
between Thomas Street and Morris :
Street, by the adjustment of tracks :
at the Thomas Street grade crossing :
to provide a uniform top of rail :
elevation through the crossing, by the :
closing and barricading with moveable :
type barricades of the County Road :
(DOT 289 051L) grade crossing and by :
providing any other relief that the :
Commission may under the circumstances :
deem necessary and appropriate and :
dividing the cost among the parties :
in accordance with Law. :

CITATION ORDER

By the Commission:

WHEREAS, it has come to the attention of the Commission that inquiry should be made into the matter of improving public safety at grade crossings located along the tracks of the Illinois Central Gulf Railroad Company in the Village of Thomasboro, Champaign County, Illinois by the installation of automatic flashing light signals and gates at the Thomas Street grade crossing, the reconstruction of the crossing surfaces at the Thomas Street grade crossing to conform with requirements of 92 Ill. Adm. Code 1535, the reconstruction of the west highway approach to the the Thomas Street grade crossing to provide an

approach grade which conforms with requirements of 92 Ill. Adm Code 1535, the reconstruction of the east highway approach to the Thomas Street grade crossing to provide an approach grade which conforms as nearly as practicable with requirements of 92 Ill. Adm. Code 1535, the adjustment of tracks at the Thomas Street grade crossing to provide a uniform top of rail elevation through the crossing as required by 92 Ill. Adm. Code 1535, the construction of a connecting road between Thomas Street and Morris Street west of the Thomas Street grade crossing, the closing and barricading with moveable type barricades of the County Road grade crossing and by providing any other relief that the Commission may under the circumstances deem necessary and appropriate, dividing the cost among the parties in accordance with Law; and

WHEREAS, an informal investigation has been made into the circumstances surrounding the aforesaid crossings by members of the Commission's staff; and

WHEREAS, it appears that formal proceedings should be instituted by citation for the purpose of carrying on such investigation, for the taking of evidence with respect to the safety of the public at said crossings and for determining an equitable division of cost for improvements required by order of the Commission in accordance with Law; and

WHEREAS, proper notice should be given to the Village of Thomasboro, the Illinois Central Gulf Railroad Company and the State of Illinois, Department of Transportation with respect to said proceedings; and

WHEREAS, a hearing or hearings should be held for the purpose of hearing all the parties fully on the issues so raised.

IT IS THEREFORE ORDERED that the Illinois Central Gulf Railroad Company, the Village of Thomasboro and the State of Illinois, Department of Transportation be, and they are each hereby cited and required to appear at a hearing at the Commission's offices in Springfield at 2:00 p.m. on Wednesday, March 11, 1987 to show cause, if any there be, why an order should not be entered to require the installation of automatic flashing light signals and gates at the Thomas Street grade crossing, the reconstruction of the crossing surfaces at the Thomas Street grade crossing to conform with requirements of 92 Ill. Adm. Code 1535, the reconstruction of the west highway approach to the Thomas Street grade crossing to provide an approach grade which conforms with requirements of 92 Ill. Adm. Code 1535, the reconstruction of the east highway approach to the Thomas Street grade crossing to provide an approach grade which conforms as nearly as practicable with requirements of 92 Ill. Adm. Code 1535, the adjustment of tracks at the Thomas Street grade crossing to provide a uniform top of rail elevation through the crossing as required by 92

Ill. Adm. Code 1535, the construction of a connecting road between Thomas Street and Morris Street west of the Thomas Street grade crossing, the closing and barricading with moveable type barricades of the County Road grade crossing and provide any other relief that the Commission may under the circumstances deem necessary and appropriate, dividing the cost among the parties in accordance with Law.

By order of the Commission this 4th day of February, 1987.

(SIGNED) MARY B. BUSHNELL

Chairman

(S E A L)

*noted
BJS*

MEMORANDUM

To: Bernard L. Morris
From: M. E. Stead *MES*
Date: November 3, 1986
Subject: Meeting on crossing improvements in Thomasboro on
the Illinois Central Gulf Railroad

On October 15, 1986 a meeting was held in the Village of Thomasboro to discuss staff's proposal to protect the Thomas Street crossing and close the crossing in the north part of Thomasboro.

Dan Drewes and I met with Village officials, including Mayor David Deem, to explain staff's plan to protect the Thomas Street crossing (DOT 289 052T), adjacent to the grain elevator, with automatic flashing light signals and short arm gates and close the north crossing (DOT 289 051L).

The Village was informed that due to the severe sight restriction created by the grain elevator in the NE quadrant of the crossing, staff felt that lights and gates are required at Thomas Street. In addition, based on a current ADT of 250, staff believes Thomas Street warrants protection due to increased vehicular traffic.

The Village was also informed that in conjunction with the protection at Thomas Street, staff proposes to reconstruct the crossing proper and both highway approaches to the crossing. In addition, staff proposes to construct a connecting road between Thomas Street and Morris Street, west of the crossing, and open Morris Street to allow residents of the subdivision west of the tracks to reach the Thomas Street crossing via Morris Street.

Staff advised that based on a current ADT of 140, the north crossing does not serve enough motorists to warrant being left open and protected with lights and gates. Staff further advised the Village that the Commission could not consider protecting the north crossing until the private road, west of the crossing, which provides access for residents of the subdivision west of the tracks to the north road was dedicated as a public roadway.

Village officials explained that approximately 60-70% of the Village population lives west of the ICG tracks. They expressed their desire to see the north crossing remain open so that fire and emergency vehicles would have an immediate access to the subdivision on the west side of the tracks. It was noted that on occasion, when grain cars are being switched at the elevator,

both the Thomas Street crossing and the County Hwy. crossing (approx. 1/4 mile south of the elevator) are blocked for long periods. Village officials stated that the alternate routes available to reach the subdivision west of the tracks require a 5 or 6 mile trip, too long in their mind in responding to an emergency.

Staff explained that the proposal to close the north crossing includes a provision to install a set of moveable "farm" gates to allow farmers and/or emergency vehicles access to the west side of the tracks. The gates would utilize a lock-and-key system with a key distributed to farmers requiring access to the fields west of the crossing and to all Village fire and emergency vehicles.

Village officials were informed that if both crossings were to remain open and be protected with lights and gates (assuming the private road west of the tracks was made a public road), the Village would be responsible for approximately 10% of the total cost for each crossing, or approximately \$20,000 for both crossings. Staff advised that if one crossing was closed and one crossing protected, the Village's portion of the cost of the project could be waived except for the cost of reconstructing the highway approaches.

Prior to adjournment, staff advised the Village to consider reaching an agreement with the owner of the private road in an attempt to making it a public road. The Village was also advised that staff would discuss this situation further and inform the Village as to how staff will proceed.

MS/jm



STATE OF ILLINOIS

Illinois Commerce Commission

527 EAST CAPITOL AVENUE
P.O. BOX 4905
SPRINGFIELD, ILLINOIS 62708

September 17, 1986

Mr. David L. Deem
Village President
206 W. Main, Box 71
Thomasboro, Illinois 61878

Dear Mr. Deem:

On August 18th I met with representatives of the Illinois Central Gulf Railroad and the Illinois Department of Transportation (IDOT) and the Village of Thomasboro's consulting engineer, Mr. Jay Dingee, to inspect the Pearl Street grade crossing and a rural road grade crossing in the north part of Thomasboro to discuss the need for automatic flashing light signals and short arm gates at the subject crossings.

That inspection showed that lights and gates might be warranted at the north crossing, but only if the Pearl Street crossing is closed and a public access road was available from Thomasboro to that north road.

A very hazardous situation exists at the Pearl Street crossing due to the fact that the grain elevator located in the NE quadrant of the crossing creates a severe sight restriction to motorists approaching from the east, particularly when cars are on the elevator track. I had proposed a plan to install automatic flashing light signals and short arm gates at the north crossing at no cost to the Village if the Pearl Street crossing was closed.

However, since the time of the inspection I have received revised ADT figures from IDOT which suggest that another approach may be warranted. Since Pearl Street is more heavily used than I had envisioned, automatic flashing light signals and short arm gates and improvements to the crossing there may be warranted and the north crossing should be closed. I would propose that Morris Street, west of the crossing, be opened to allow access to the Pearl Street crossing.

In my opinion there can be no justification to keep both crossings open and improve them at this time.

Please advise as to the Village of Thomasboro's position.

Very truly yours,

Bernard L. Morris
Chief Railroad Engineer

MS/jm

cc:

Jay Dingee, Sodemann and Associates

Jim Morris, IDOT

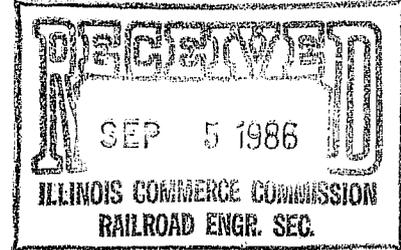
W. J. Duggan, ICG - Please advise if the railroad would barricade Thomas Street to prevent trespassing on your property as you have at Morris Street.



*MS
Lewis*

Illinois Department of Transportation

Division of Highways / District 5
Rt. 133 West / P.O. Box 610
Paris, Illinois 61944-0610
(217) 465-4181



September 4, 1986

Mr. Bernard Morris
Illinois Commerce Commission
527 East Capitol Street
P. O. Box 4905
Springfield, Illinois 62708

Dear Mr. Morris:

The District Bureau of Planning has recently completed traffic counts in Champaign County including those in Rantoul and Thomasboro at the Illinois Central Gulf Railroad that you requested at the meeting held there on August 11, 1986.

As the maps indicate, the ADT on Chandler Road and Murray Road in Rantoul is 325 and 200 respectively. In Thomasboro, the ADT on County Road is 140 and on Thomas Street is 250. This latter count seemed rather high, but was checked a second time with approximately the same results.

Please call this office if you need further information concerning traffic counts across the I.C.G. Railroad.

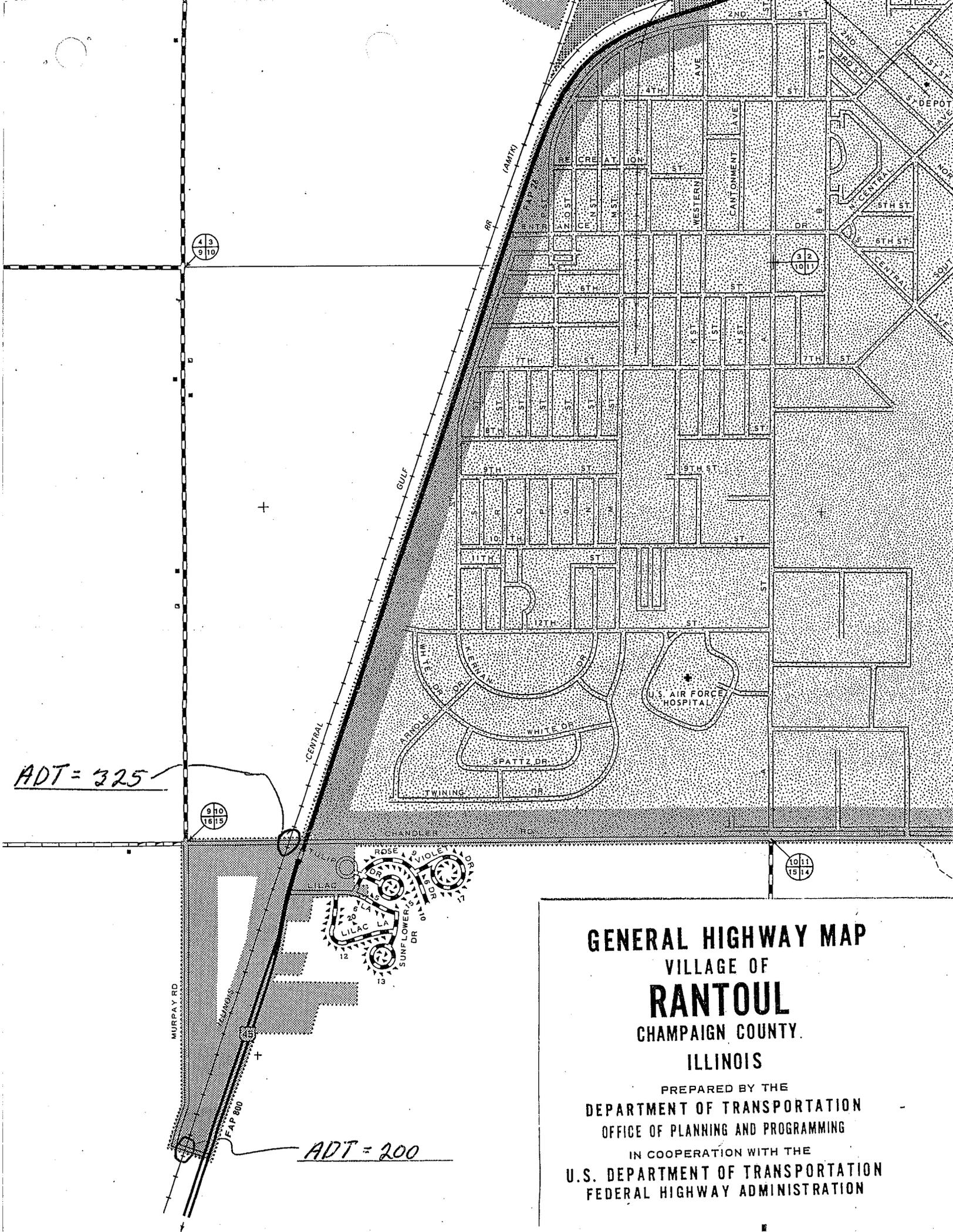
Sincerely,

J. D. Benson
District Engineer

By *W.F. Patton*
W. F. Patton
District Local Roads and
Streets Engineer

WAN:jr

cc: Jay Dingee, Sodemann & Associates



ADT = 325

ADT = 200

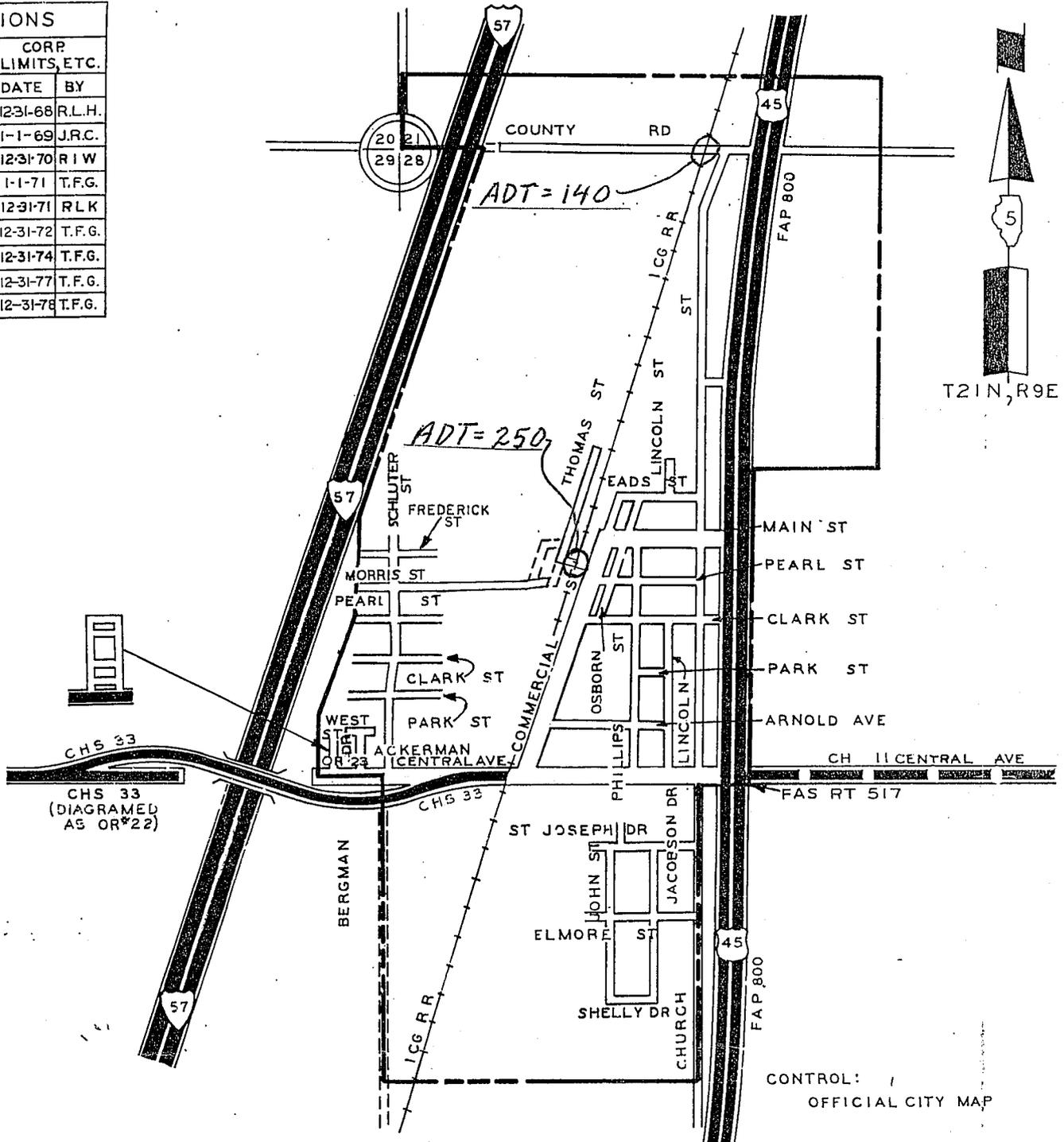
GENERAL HIGHWAY MAP
 VILLAGE OF
RANTOUL
 CHAMPAIGN COUNTY,
 ILLINOIS

PREPARED BY THE
 DEPARTMENT OF TRANSPORTATION
 OFFICE OF PLANNING AND PROGRAMMING

IN COOPERATION WITH THE
 U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION

REVISIONS

STREET SYSTEMS		CORP LIMITS, ETC.	
DATE	BY	DATE	BY
7-1-76	T.F.G.	12-31-68	R.L.H.
12-13-78	T.F.G.	1-1-69	J.R.C.
4-4-79	T.F.G.	12-31-70	R.I.W.
3-8-79	T.F.G.	1-1-71	T.F.G.
11-3-82	W.M.S.	12-31-71	RLK
		12-31-72	T.F.G.
		12-31-74	T.F.G.
		12-31-77	T.F.G.
		12-31-78	T.F.G.



SURFACE TYPE INDICATIONS COVER ONLY THOSE IMPROVEMENTS OVER WHICH THE STATE HAD JURISDICTION.

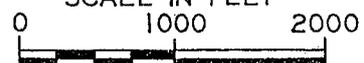
LEGEND

- | | | | |
|---|-------|------|-------|
| S.H., FAP, ILL. F.A.I. OR U.S. MARKED RT. | PAVT. | BIT. | GRAN. |
| COUNTY HIGHWAY | | | |
| COUNTY HIGHWAY EXT. | | | |
| MUNICIPAL STREET | | | |
| UNOPENED STREET | | | |
| CORPORATE LIMITS | | | |

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 BUREAU OF LOCAL ROADS & STREETS
 MUNICIPAL STREET MAP
 OF

THOMASBORO

CHAMPAIGN COUNTY
 POPULATION 1982 CENSUS 1,242
 SCALE IN FEET



THOMASBORO

ICG 118.70-M
289-052T
Frank St. State Bar

MEMORANDUM

To: Bernard L. Morris
From: M. E. Stead MES
Date: August 18, 1986
Subject: Inspection of grade crossings in Thomasboro on the Illinois Central Gulf Railroad R-86-011

On August 11th an inspection was made of two grade crossings in the Village of Thomasboro. W. J. Duggan of the Illinois Central Gulf Railroad, Jim Morris and Al Newlin of the Illinois Department of Transportation, and members of the Commission staff met with Mr. Jay Dingee, consulting engineer for the Village of Thomasboro, to inspect a rural road crossing in the north part of Thomasboro (ICG milepost 117.95; DOT 189 051L) and the Pearl Street crossing (ICG milepost 118.70, DOT 289 052T) in Thomasboro.

The Village would like the existing protection of reflectorized crossbucks at the double track rural road crossing to be upgraded to include automatic flashing light signals and short arm gates. Concern was raised by Commission staff over the amount of use of this crossing by Village residents. Jay Dingee advised that the ADT of this road has increased and that many motorists use this crossing as access to U.S. 45 northbound. W. J. Duggan advised that he would arrange for a preliminary estimate for the installation of automatic flashing light signals and short arm gates at this crossing. He also stated that the crossing proper would be renewed as part of the railroad's annual track maintenance program sometime in the near future.

The multiple track crossing at Pearl Street was deemed a candidate for closure. There is severely restricted clearing and stopping visibility in the NE quadrant of this crossing and only one residence on the west side of the tracks is served by the crossing. It was agreed by all parties to work toward closure of this crossing provided the rural road crossing in the north part of Thomasboro is protected with automatic flashing light signals and short arm gates and that a public access road to Morris Street, west of the crossing, be provided for the lone residence served by the crossing.

Al Newlin, IDOT - District 5, advised that he would supply current ADT figures for these crossings and Jay Dingee stated that he would advise the Village Board to agree to the closure of the Pearl Street crossing in exchange for the installation of lights and gates at the rural road crossing in the north part of Thomasboro.



STATE OF ILLINOIS

Illinois Commerce Commission

527 EAST CAPITOL AVENUE
P.O. BOX 4905
SPRINGFIELD, ILLINOIS 62708

R-86 011
ICM 118.70-M
289 052T

THOMASBORO
THOMASBORO HWY
X-BUCIES
MF

April 15, 1986

Mr. Melvin W. Smith
Acting Engineer of Local
Roads and Streets
Illinois Department of
Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

R-86-010 through
R-86-015

Dear Mr. Smith:

This has reference to your letter of January 3, 1986 listing six highway-railroad grade crossings in east central Illinois that your district personnel investigated for potential safety improvements.

Per your request, we have completed our investigation of these crossings for possible Stipulated Agreement projects and offer the following comments:

Crossing No. 1 - Staff does not feel cantilevers or gates are necessary for the existing crossing and roadway configuration.

289 052T Crossing No. 2 - This crossing has been inspected and the Village Engineer contacted regarding possible closure of the crossing and construction of a connecting road between it and an adjacent crossing to the north. The Village is studying this proposal and will let us know of its decision. The Village is desirous of improving the crossing to the north and that would be accomplished under this proposal.

Crossing No. 3 - This crossing is the subject of a Commission Order in docket 85-0449 entered on November 26, 1985. The Order requires the railroad to install gate arms to supplement the existing cantilever mounted automatic flashing light signals. Although not covered by the Order, the railroad has agreed to remove the siding track and relocate the affected warning device.

L

Crossing Nos. 4 and 5 - Our inspection revealed that these two crossings are not priority candidates for the Stipulated Agreement procedure. They presently have automatic warning devices and there have been no accidents at crossing No. 5 since the signals were installed in 1941. Our inspector does not recommend any changes at crossing No. 4.

Crossing No. 6 - We recently met with officials of the Village, Township and County for a joint inspection of the crossing. Our proposal was to add gate arms at Sandusky Street and Paris Street and close Vermilion Street with a connecting road being built between Vermilion Street and Paris Street. It appears that this may be a good location for Highway Safety Act funding, possibly with federal funding for the gates and a rubber crossing at Paris Street and with Grade Crossing Protection Fund, Village, Township and Railroad monies for the remainder of the work.

Should you have any questions concerning the above, do not hesitate to get in touch with us.

Very truly yours,

Bernard L. Morris
Chief Railroad Engineer

DD/jm

R-86-011



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois/62764

January 3, 1986

Mr. Bernard L. Morris
Chief Railroad Engineer
Illinois Commerce Commission
527 East Capitol
Springfield, Illinois 62706

RE: Crossing Investigations, East Central Illinois

Dear Mr. Morris:

Our district personnel have investigated a number of crossings in east central Illinois for potential safety improvements. The following is a list of those crossings which may warrant an upgrade in warning devices, brush clearing or other improvements.

86-010

1. Champaign County - Village of St. Joseph - Main Street
Inventory No. 543 223R Conrail M.P. 107.45. There are sight restrictions at this crossing. Main Street south of the crossing will be upgraded in the near future. Potential improvements could be cantilevered flashing light signals or gates. Existing warning devices are automatic flashing light signals.

86-011

2. Champaign County - Thomasboro - Thomasboro Highway
Inventory No. 289 052T ICG M.P. 118.70. There is a sight restriction (grain elevator) in the northeast quadrant. This crossing has two main lines and one siding with crossbucks for protection. The approach road east of the crossing is steep. Recommended improvements are flashing light signals and gates, roadway approach work and new surfaces.

86-012

3. Douglas County - Arthur - Vine Street
Inventory No. 167 037D Missouri Pacific M.P. 164.80. It appears that the siding is no longer used. To improve public safety, the railroad should remove the siding track through the crossing and relocate or replace the cantilevered lights.

86-013

4. Douglas County - Tuscola - North Parke Street
Inventory No. 154 560 H B & O M.P. 241.53. There are some sight restrictions. One possible improvement would be the addition of gates.

86-014

5. Piatt County - Bement - Sangamon Street
Inventory No. 479 969M N & W M.P. 355.17. There are some sight restrictions due to trees and the three sets of tracks appear to be at different elevations. The existing warning devices are automatic flashing light signals. Recommended improvements to this crossing are brush clearing, constructing all three sets of tracks to the same elevation and roadway approach work, if necessary to meet the rails.

Mr. Morris
Page 2
January 3, 1986

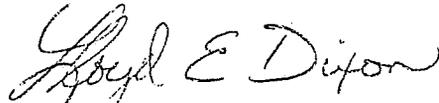
86-0157

Vermilion County - Catlin - Sandusky Road
Inventory No. 479 876T N & W M.P. 307.71. There are
sight restrictions in the southeast and southwest
quadrants due to structures near the siding track. One
possible improvement to the crossing would be the addition
of gates because the elimination of the structures seems
unlikely.

After you or your staff have completed an investigation of these
crossings please contact us so that we can work with you in the
Stipulated Agreement process or include some of them in our Rail-
Highway Safety Program for fiscal year 1987.

Very truly yours,

Melvin W. Smith
Acting Engineer of Local
Roads and Streets



By: Lloyd E. Dixon
Local Project Implementation Engineer

cc-
J. D. Benson Attn: W. F. Patton