

## **CASES 828-S-16 and 834-V-16**

*SUPPLEMENTAL MEMORANDUM #2*

July 7, 2016

**Brookens Administrative Center**  
1776 E. Washington Street  
Urbana, Illinois 61802

(217) 384-3708  
zoningdept@co.champaign.il.us  
www.co.champaign.il.us/zoning

**Petitioner:** Jonathan Hasselbring, Planning Director for the Champaign County Forest Preserve District

**Request:** Authorize as a Special Use as a “public park or recreational facility” those portions of the Kickapoo Rail Trail that are proposed in the unincorporated area only, and that shall connect to those portions of the Kickapoo Rail Trail that are proposed to be located inside the Village of St. Joseph and the City of Urbana, in the AG-1 and AG-2 Agriculture Zoning Districts and subject to the variance summarized below but fully described in the legal advertisement, on property that is commonly known as the inactive CSX railroad line located on the south side of U.S. Route 150 and that is described more fully in the legal advertisement but is summarized here as follows:

**Part A Subject Property:** A 13.2 acre tract in the AG-1 District in Sections 10 and 15 of St. Joseph Township and subject to a variance from parking requirements.

**Part B Subject Property:** An 11.6 acre tract in the AG-1 District in Sections 9 and 16 of St. Joseph Township and subject to a variance for setback of 65 feet in lieu of the minimum required 85 feet; a rear yard of 23 feet in lieu of the minimum required 25 feet, and from parking requirements.

**Part C Subject Property:** A 9.2 acre tract in the AG-1 District in Sections 8 and 17 of St. Joseph Township and subject to a variance for setback of 59 feet in lieu of the minimum required 85 feet; a front yard of 23 feet in lieu of the minimum required 25 feet, and from parking requirements.

**Part D Subject Property:** A 12.4 acre tract in the AG-1 District in Sections 7 and 18 of St. Joseph Township and subject to a variance for setback of 61 feet in lieu of the minimum required 85 feet; and from parking requirements.

**Part E Subject Property:** A 12.1 acre tract in the AG-2 District in Sections 12 and 13 of Urbana Township and subject to a variance for setback of 65 feet in lieu of the minimum required 85 feet; and from parking requirements.

**Part F Subject Property:** A 12.1 acre tract in the AG-2 District in Sections 11 and 14 of Urbana Township and subject to a variances for setback of 56 feet in lieu of the minimum required 85 feet; a front yard of 26 feet in lieu of the minimum required 35 feet, and from parking requirements.

**Part G Subject Property:** A 2.1 acre tract in the R-2 Residential District in Sections 10 and 15 of Urbana Township and subject to a variances for setback of 69 feet in lieu of the minimum required 85 feet; a front yard of 0 feet in lieu of the minimum required 35 feet, and from parking requirements.

**Location:** Generally, 9 different tracts of land totaling 72.7 acres comprised of the various Parts described above and commonly known as the inactive CSX railroad line between the City of Urbana and the Village of St. Joseph and that shall connect to those portions of the Kickapoo Rail Trail that are proposed to be located inside the Village of St. Joseph and the City of Urbana, Illinois and more specifically described in the attached legal advertisement.

**Site Area:** 72.7 acres

**Time Schedule for Development:** As soon as possible

**Prepared by:** Susan Chavarria  
Senior Planner

**John Hall**  
Zoning Administrator

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## **STATUS**

Staff updated Attachment C from the Preliminary Memo: Variance Points and Township Sections to include Section G, which is the unincorporated area between the Main Street spur and High Cross Road on the Urbana end of the Phase 1 trail. The map (Attachment A to this memo) only includes the variance points that are still necessary based on a review by staff in April.

On June 29, 2016, staff received an email and attachments from Jon Hasselbring, Planning Director for the Champaign County Forest Preserve District. The attached documents address all requests for information made by the Board and staff at the April 28, 2016 public hearing.

The draft minutes from the April 28, 2016 public hearing will be available at the meeting.

## **PUBLIC CONCERNS FROM APRIL 28, 2016 PUBLIC HEARING**

Steven Appl was concerned about establishing a new easement near US 150 in the event that a family member would want to build a house. CCFPD has provided their policies regarding the granting of easements, and that policy does not prohibit such an easement, but it makes it clear that granting of new easements is not encouraged.

Barbara Hill was concerned about safety for the crossing at her private drive. She is concerned that she will hit a trail user as she backs out of her driveway. She also mentioned that there is landscape waste on the trail property adjacent to her property.

## **PROOF OF OWNERSHIP**

The sales agreement between CSX and Champaign County Forest Preserve District signed August 30, 2012 and amended September 3, 2013, was received June 29, 2016 (see Attachment C).

The email from Jon Hasselbring received June 29, 2016 indicates that CCFPD legal counsel is preparing a statement regarding this matter (see attachment B).

## **CONCERNS FOR PRIVATE DRIVEWAYS ALONG THE TRAIL**

Attachments C and D were received on June 29, 2016. They provide more details about vegetation, markings, signage, and maintenance surrounding the private driveways along the trail. The Board, staff, and public discussed concerns for these areas at the April 28, 2016 public hearing; draft minutes will be distributed at the meeting.

## **SAFETY AT STREET CROSSINGS**

Staff requested a typical plan for vegetation at the street crossings to document that the vegetation will not obstruct vision. Attachment F is a representative vegetation plan of the crossing at CR 1800 East received from Jon Hasselbring on June 29, 2016.

## **AGRICULTURAL TILE MAINTENANCE**

Staff thought it would be helpful if there could be a written protocol explaining the intent regarding letting farmers work on underground tiles simply to document the intent of the CCFPD and the fact that the landscape would have to be restored as part of the tile repair. In the June 29, 2016 email, Jon Hasselbring responded: "CCFPD abides by Illinois drainage law. We are currently working with individuals and drainage districts to provide access to and protect existing drain tile infrastructure, and we will continue to do so. CCFPD intends to manage woody vegetation near drain tiles, in efforts to decrease root system encroachment."

## **ACCESS EASEMENTS FOR APPL PROPERTY**

Staff requested more information about granting of easements especially as relates to Steve Appl's property. In the June 29, 2016 email, Jon Hasselbring responded:

- a. Please refer to the attached CCFPD Easement Policy (Attachment G), approved by CCFPD Board of Commissioners on Thursday, January 16, 2014. CCFPD staff, legal counsel, and Board of Commissioners review each easement request individually, and determine what type of agreement is required, if any.
- b. Please refer to the attached aerial photograph indicating CCFPD property ownership, those parcels owned by Steven Appl, and Mr. Appl's existing access to farm fields via his private drive (Attachment H).

## **DEBRIS MAINTENANCE UNDER THE BRIDGE**

In response to concerns about debris building up under the bridge and how maintenance could get vehicles around the trail, the June 29, 2016 email stated the following:

- a. Please refer to the attached memo regarding debris removal at the Salt Fork trestle bridge (Attachment I).
- b. Since this memo was written, the Upper Salt Fork Drainage District has begun preparations to complete bank stabilization beneath the bridge. Bank stabilization is part of a larger effort to improve drainage and protect infrastructure at the trestle bridge.

## **RESTROOMS**

In response to concerns about the lack of restrooms along the trail as currently proposed, Jon Hasselbring responded in his email received June 29, 2016 that "Master planning will determine the location of proposed restrooms. Prior to trail opening, CCFPD intends to notify trail users of public restroom facilities located nearby."

## **STOPPING DISTANCE**

In response to concerns about adequate stopping distance for traffic turning off US Route 150, Jon Hasselbring responded in his email received June 29, 2016 that “This concern is noted. IDOT required safety signage for bike trail road crossings will be installed at each trail/road intersection. These signs require trail users to stop for vehicles, and alert drivers of the upcoming trail crossing. CCFPD is researching additional safety measures that could be employed to enhance trail and roadway safety.”

## **CHANGES TO SPECIAL USE PERMIT BASED ON CCFPD MASTER PLANNING**

Staff requested more information on when master planning will occur, and an acknowledgement from the CCFPD that master planning could result in the need for a new Special Use Permit. Jon Hasselbring responded in his email received June 29, 2016 that “Master planning is expected to begin in late 2016 or early 2017. The CCFPD acknowledges that implementation of some master planning items may require additional permitting.”

## **ATTACHMENTS**

- A Revised map of Variance requirements by location, created by staff on June 30, 2016
- B Email from Jon Hasselbring received June 19, 2016, with attachments B through H below
- C Kickapoo Trail fully executed sales agreement between CSX and CCFPD, signed August 30, 2012, amended September 3, 2013 and received June 29, 2016
- D Sheets 148 & 134 - KRT Plans at Steven Appl Private Drive, received June 29, 2016
- E Sheets 144 & 120 - KRT Plans at Barbara Hill and Salena Wright - Shared Private Drive, received June 29, 2016
- F Sheet 116 - KRT Landscape Plans at CR 1800 E, received June 29, 2016
- G CCFPD Easement Policy, received June 29, 2016
- H Aerial Photograph of CCFPD Property & Steven Appl Property, received June 29, 2016
- I Memo to CC Zoning Board - Debris Removal at Salt Fork Trestle, received June 29, 2016
- J Draft minutes from April 28, 2016 ZBA public hearing – *to be distributed separately*

# Variance Points and Township Sections A through G

Cases 828-S-16 and 834-V-16

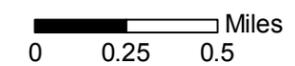
July 14, 2016

revised 06/30/16



## Legend

- Subject Properties
- PLSS Sections
- Parcels
- St. Joseph Township
- Municipal Boundary
- Urbana Township



**Susan Chavarria**

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**From:** Jonathan Hasselbring <JHasselbring@ccfpd.org>  
**Sent:** Wednesday, June 29, 2016 10:05 AM  
**To:** Susan Chavarria  
**Subject:** KRT Zoning Meeting - CCFPD Response  
**Attachments:** Item #1 - Kickapoo Trail Fully Executed Sales Agreement - 10 05 2013.pdf; Item #2 - Sheets 144 & 120 - KRT Plans at Barbara Hill and Salena Wright - Shared Private Drive.pdf; Item #2 - Sheet 148 & 134 - KRT Plans at Steven Appl Private Drive.pdf; Item #5 - Sheet 116 - KRT Landscape Plans at CR 1800 E.pdf; Item #7 - CCFPD Easement Policy.pdf; Item #7 - Aerial Photograph of CCFPD Property & Steven Appl Property.pdf; Item #8 - Memo to CC Zoning Board - Debris Removal at Salt Fork Trestle.pdf

**RECEIVED**

JUN 29 2016

**Importance:** High

Hi Susan,

**CHAMPAIGN CO. P & Z DEPARTMENT**

Please refer to the following responses in **bold** (and attachments) to the Zoning Board’s questions at the Kickapoo Rail Trail special use permit and variance hearing on 4/28/2016.

1. Proof of original ownership and that CSX had the full rights to the land that they sold to CCFPD (not just easements)
  - a. **Please refer to the attached fully executed sales agreement between CSX and CCFPD.**
  - b. **CCFPD legal counsel is preparing a statement regarding this matter.**
2. A copy of sheets 144 and 148 (PDF is fine) showing the private driveways and what is planned around them in terms of vegetation, markings, signage, maintenance.
  - a. **Please refer to the attached sheets 144 and 120, indicating proposed signage, markings, and vegetation at the shared private drive of Barbara Hill and Salena Wright.**
  - b. **Please refer to the attached sheets 148 and 134, indicating proposed signage, markings, and vegetation at the private drive of Steven Appl.**
3. Anyone who might be able to help answer to the concerns is welcome at the hearing – you mentioned CCFPD’s Natural Resources Director.
  - a. **Jon Hasselbring (Planning Director) and Dan Olson (Executive Director) plan to be in attendance at the 7/14 meeting.**
4. If any lights are going to be installed, they need to meet ordinance requirements for full cut-off. They want to see a manufacturer’s spec sheet of what will be purchased if lighting is planned.
  - a. **As the Kickapoo Rail Trail will be closed from dusk to dawn, there is currently no proposal to install lighting. Master planning will determine the type, quantity, and location of proposed lighting, if any. Typically, the CCFPD minimizes the installation of lights to preserve circadian rhythms for wildlife and vegetation.**
5. It would be helpful to have a “typical” plan for vegetation at the street crossings simply to document that the vegetation will not obstruct vision.
  - a. **Please refer to the attached sheet 116, indicating the proposed vegetation at CR 1800 E. Native grasses and prairie vegetation will be installed throughout the project and maintained by mowing and prescribed burns. Mowing will occur near county road intersections and private entrances. IDOT and townships will continue to mow areas within their permanent easements, whereas CCFPD will mow remaining areas near roads and private drives.**

6. It would be helpful if there could be a written protocol explaining the intent regarding letting farmers work on underground tiles simply to document the intent of the CCFPD and the fact that the landscape would have to be restored as part of the tile repair.
  - a. **CCFPD abides by Illinois drainage law. We are currently working with individuals and drainage districts to provide access to and protect existing drain tile infrastructure, and we will continue to do so. CCFPD intends to manage woody vegetation near drain tiles, in efforts to decrease root system encroachment.**
  
7. It would also be helpful if there could be a written protocol explaining the intent regarding granting of easements especially as relates to Steve Appl's land. This is not a situation where the Forest Preserve District has to actually do anything other than explain what they think is reasonable.
  - a. **Please refer to the attached CCFPD Easement Policy, approved by CCFPD Board of Commissioners on Thursday, January 16, 2014. CCFPD staff, legal counsel, and Board of Commissioners review each easement request individually, and determine what type of agreement is required, if any.**
  - b. **Please refer to the attached aerial photograph indicating CCFPD property ownership, those parcels owned by Steven Appl, and Mr. Appl's existing access to farm fields via his private drive.**
  
8. There were concerns about debris building up under the bridge and how maintenance could get vehicles around the trail to clean up this kind of thing.
  - a. **Please refer to the attached memo regarding debris removal at the Salt Fork trestle bridge.**
  - b. **Since this memo was written, the Upper Salt Fork Drainage District has begun preparations to complete bank stabilization beneath the bridge. Bank stabilization is part of a larger effort to improve drainage and protect infrastructure at the trestle bridge.**
  
9. Can you address CCFPD's thoughts about not having restrooms on the trail? If there were restrooms, that would be additional case matter for zoning because they are structures, and if there aren't, then I guess some are concerned about what people will do.
  - a. **Master planning will determine the location of proposed restrooms. Prior to trail opening, CCFPD intends to notify trail users of public restroom facilities located nearby.**
  
10. A reminder about the concern of traffic turning off of 150 and not having much space in which to stop if there is trail traffic crossing the public street.
  - a. **This concern is noted. IDOT required safety signage for bike trail road crossings will be installed at each trail/road intersection. These signs require trail users to stop for vehicles, and alert drivers of the upcoming trail crossing. CCFPD is researching additional safety measures that could be employed to enhance trail and roadway safety.**
  
11. Lastly, we need some information regarding when "master planning" will occur and an acknowledgement from the CCFPD that master planning could result in the need for a new Special Use Permit.
  - a. **Master planning is expected to begin in late 2016 or early 2017. The CCFPD acknowledges that implementation of some master planning items may require additional permitting.**

Should Champaign County Zoning staff or board members have additional questions prior to the 7/14 meeting please do not hesitate to contact me.

Regards,  
Jon

**JON HASSELBRING, AIA, LEED<sup>AP</sup>**

*Planning Director*

Champaign County Forest Preserve District

P.O. Box 1040 | Mahomet, IL 61853

## AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT, hereinafter called the "Amendment", made and entered into by and between, CSX TRANSPORTATION, INC., a Virginia corporation, whose address is c/o CSX Real Property, Inc. - J915, 6737 Southpoint Drive South, Jacksonville, Florida 32216-6177, hereinafter called the "Seller", and the CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT, P.O. Box 140, Mahomet, IL 61853, hereinafter when referred to individually called "CCFPD" and VERMILION COUNTY CONSERVATION DISTRICT, 22296-A Henning Road, Danville, IL 61834, hereinafter when referred to individually called "VCCD", CCFPD and VCCD being hereinafter collectively called the "Buyer", amends the Purchase and Sale Agreement, hereinafter called the "Agreement", made and entered by and between concurrently herewith Seller and Buyer and to which this Amendment shall be attached, provides:

### WITNESSETH:

**WHEREAS**, CCFPD is ready, willing and able to promptly close the purchase-sale of the portion of the Premises (as defined in the Agreement) that is located in Champaign County, Illinois according to the terms and conditions of the Agreement as modified by this Amendment;

**WHEREAS**, VCCD is not yet ready, willing and able, but nonetheless still wishes and intends to eventually close the purchase-sale of the portion of the Premises that is located in Vermilion County, Illinois according to the terms and conditions of the Agreement as modified by this Amendment; and

**WHEREAS**, Seller is willing to close the purchase-sale of the portions of the Premises located in Champaign and Vermilion County, Illinois separately, but otherwise according to the terms and conditions of the Agreement as modified by this Amendment.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations set forth herein, the Seller and Buyer agree as follows:

**1. PURCHASE AND SALE:** Seller agrees to sell and CCFPD agrees to purchase the portion of the Premises that is located in Champaign County, Illinois, and Seller agrees to sell and VCCD agrees to purchase the portion of the Premises located in Vermilion County, Illinois, each according to the terms and conditions of the Agreement as modified by this Amendment.

**2. PRICE:** The full portion of the purchase price for the full Premises (\$1,208,550.00 as set forth in the Agreement) shall be allocated by mileage, so the purchase price of the portion of the Premises located in Champaign County, Illinois is \$626,512.32, and the purchase price of the portion of the Premises located in Vermilion County, Illinois is \$582,037.68.

3. **CLOSING:** Closing for the portion of the Premises located in Champaign County, Illinois shall be held at the earliest convenience of Seller and CCFPD following full execution of the Agreement and this Amendment, but in any case not later than October 1, 2013. Closing for the portion of the Premises located in Vermilion County, Illinois shall be held on or before December 31, 2013. It is the expectation and full intention of VCCD to meet the December 31, 2013 closing date; however, if VCCD's required funding is not fully available by said date, CSX will agree to a reasonable extension of the closing date to not later than March 31, 2014. Both closings shall be held at such time and place, or coordinated by mail, as Seller and the relevant Buyer may mutually agree.

4. **AFFECT OF AMENDMENT:** This Amendment shall be attached to and incorporated in the Agreement. Where the terms of this Amendment are inconsistent with the terms of the Agreement the terms of this Amendment shall control. The terms of the Agreement shall be interpreted consistently with the separation of the transaction by portions located in Champaign and Vermilion County respectively. The terms of the Agreement are otherwise unaffected by this Amendment.

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be signed the 3<sup>rd</sup> day of SEPTEMBER, 2013, in duplicate, each of which shall be considered an original.

WITNESS(ES):  
PRESERVE DISTRICT

Mary Ellen Wueren

Mary Ellen Wueren

John H. Baker

CHAMPAIGN COUNTY FOREST

Chris M. White

Print Name: Christopher M. White

Print Title: President

WITNESS(ES):  
CONSERVATION DISTRICT

Brett K. Little  
Brett K. Little

VERMILION COUNTY

Brett K. Little

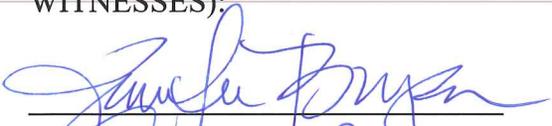
Print Name: BRETT K. LITTLE

Print Title: PRESIDENT

NOTICE OF SELLER'S ACCEPTANCE

Buyer's Offer to purchase the Premises as modified by this Amendment is  
accepted by Seller this <sup>2012</sup> day of August, 2013.

WITNESSES):

  
\_\_\_\_\_  
  
\_\_\_\_\_

CSX TRANSPORTATION, INC.

  
\_\_\_\_\_  
Print Name: Stephen A. Crosby  
President- CSX Real Property, Inc.  
signing on behalf of CSX Transportation, Inc.  
Print Title: \_\_\_\_\_

## PURCHASE SALE AGREEMENT

THIS AGREEMENT, hereinafter called the "Agreement", made and entered into by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose address is c/o CSX Real Property, Inc. - J915, 6737 Southpoint Drive South, Jacksonville, Florida 32216-6177, hereinafter called the "Seller", and the CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT, P.O. Box 140, Mahomet, IL 61853, hereinafter when referred to individually called "CCFPD" and VERMILION COUNTY CONSERVATION DISTRICT, 22296-A Henning Road , Danville, IL 61834, hereinafter when referred to individually called "VCCD", CCFPD and VCCD being hereinafter collectively called the "Buyer", provides:

### WITNESSETH:

**WHEREAS**, Seller's predecessor in title, Consolidated Rail Corporation ("Conrail"), made overtures of a possible donation of the property contemplated for sale under this Agreement prior to Seller's acquisition of Conrail's assets, Seller is agreeable to a sale of the property at what it deems less than market value.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations set forth herein, the Seller and Buyer agree as follows:

**1. PURCHASE AND SALE:** For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Premises, as hereinafter defined, pursuant to and in accordance with the terms and conditions of this Agreement. Buyer hereby agrees to purchase from Seller and Seller agrees to sell to Buyer, the land or property rights shown or identified on Exhibits "A-1" - "A-12", attached hereto and made a part hereof, hereinafter called the "Premises". The Premises is located between Danville and Urbana, Counties of Vermilion and Champaign, State of Illinois, and contains 307.19 acres, more or less.

**2. PRICE:** Seller desires to assist in improving the general welfare of the citizens living in Vermillion and Champaign Counties. Therefore, the purchase price of the Premises is One Million Two Hundred Eight Thousand Five Hundred Fifty and no/100 Dollars (\$1,208,550.00), hereinafter the "Purchase Price"; Seller intending to make a charitable donation to Buyer of the fair market value of the Premises in excess of the Purchase Price.

**3. DEPOSIT:**

3.1 A non-interest bearing deposit in the amount of TEN AND NO/100 U.S. DOLLARS (\$10.00) (hereinafter the "Deposit") accompanies Buyer's execution of this Agreement. The balance of the Purchase Price shall be paid at settlement or closing of the transaction (hereinafter the "Closing"), in cash, by certified or cashier's check, or by other readily available funds acceptable to Seller.

3.2 The Deposit shall be applied to the Purchase Price at Closing. The Deposit shall be refunded to Buyer only in the event Buyer's Offer (as defined in Section 4.1) is not accepted by Seller as provided for in Section 4.1 or upon termination as provided for in Sections 5.2, 7.2, 10.4, 13.4 and/or 17 hereof.

3.3 If Buyer fails to Close pursuant to Section 9 or perform in accordance with the terms hereof, Buyer agrees and consents that the Deposit may be forfeited to and retained by Seller, at Seller's sole option.

**4. OFFER, ACCEPTANCE, CONTRACT:**

4.1 Until accepted by Seller, Buyer's offer to purchase the Premises (hereinafter the "Offer") as evidenced by its execution and delivery of this Agreement shall be a firm offer for a period of two hundred eighty (280) days from the date of this Agreement. Seller's acceptance of the Offer is to be evidenced by its execution of this Agreement. Failure of Seller to accept the Buyer's Offer and execute this Agreement within the above-mentioned period shall render the Offer null and void, and the Deposit shall be returned to Buyer.

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4.2 This Agreement, when accepted by Seller, shall constitute a contract and the entire agreement between the parties hereto, and they shall not be bound by any terms, oral or written conditions, statements or representations not contained herein or attached hereto.

4.3 Neither the Buyer's Offer nor, upon its execution by all parties, this Agreement may be changed, altered or modified except by an instrument in writing signed by Buyer and Seller.

4.4 The Buyer's Offer and this Agreement shall be executed in duplicate, each of which may be treated as an original.

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**5. DEED:**

5.1 Seller acknowledges that Buyer may take title to distinct portions of the Premises in the names of up to three different grantees (e.g., at execution Buyer contemplates that CCFPD will take title to the portion of the Premises lying in Champaign County, Illinois, that the Illinois Department of Natural Reserves will take title to the bridge crossing the Middle Fork River and some of the surrounding area in Kickapoo State Park, Vermilion County, Illinois, and that VCCD will take title to the remaining portion of the Premises lying in Vermilion County Illinois). As early as practicable after execution of this Agreement by all parties and designation by Buyer of the specific grantees that will take title to specific portions of the Premises, Seller will prepare and submit to Buyer, for Buyer's comments, up to three forms of deeds in conformance with the terms of this Agreement to convey the Premises to Buyer, or Buyer's specific designees. Buyer shall have a period of fifteen (15) business days after receipt of said deed(s) to examine same and notify Seller of any comments. If no comments are received within the fifteen (15) business day period, Buyer shall be deemed to have approved the deed(s) in the form(s) submitted. Notwithstanding the foregoing, Buyer may reserve the right to notify Seller of further comments related to defects and/or other matters disclosed in a title examination obtained as permitted in Sections 6.1 and 6.2. Seller shall have no obligation to modify the deed(s) to conform to Buyer's comments if the deed otherwise conforms to the terms of this Agreement, a commitment for title insurance obtained by Buyer, and applicable laws of the State of Illinois.

5.2 The conveyance shall be by quitclaim deed(s) conveying all of Seller's right, title and interest in the Premises, if any, but shall be expressly subject to: all existing roads, fiber optic facilities, public utilities; all matters of record; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which become due and payable after the date of conveyance and which Buyer assumes and agrees to pay; all matters that would be revealed by a survey meeting applicable State minimum technical requirements or by an inspection of the Premises; the items or matters identified in Section 8.1 of this Agreement; and all existing occupancies, encroachments, ways and servitudes, howsoever created and whether recorded or not. The provisions of this Section shall survive Closing.

5.3 The deed shall contain one or more restrictive covenants, reading substantially as follows, to run with title to the Premises, and to be binding upon Buyer, Buyer's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Premises through Buyer:

(A) **USE RESTRICTION:** Buyer acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed solely for use as a recreational trail. Buyer, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than a recreational trail and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), or (b) any public or private school, day care, or any organized long-term or short term child care of any kind. By acceptance of this deed, Buyer further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

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Buyer and Seller agree and acknowledge the covenants and easements contained in this Deed shall be covenants “in gross” and easements “in gross” which shall remain binding on Buyer, its successors, heirs, legal representatives, lessees, and assigns regardless of whether Seller continues to own property adjacent to the Premises. Buyer acknowledges Seller will continue to have a substantial interest in enforcement or use of the said covenants and easements whether or not Seller retains title to property adjacent to the Premises.

(B) **FREIGHT RESTRICTION:** Buyer, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall not use the Premises, or any portion thereof, for railroad freight service, nor to support the offering or performance of railroad freight service, by any carrier other than Seller, its successors and/or assigns.

## **6. TITLE SEARCH, INSURANCE:**

6.1 Buyer may obtain a title examination and purchase title insurance on the Premises at its sole cost.

6.2 Buyer shall notify Seller of any title defects disclosed by a title examination that are unacceptable to Buyer, and upon receipt of such notice Seller shall use best efforts to cause any such title defects to be cured not less than thirty (30) days prior to Closing. In the event Seller does not so eliminate such title defects to Buyer’s sole satisfaction Buyer shall have the option of either accepting the title as it then is or demanding a refund of the Deposit which shall forthwith be returned to Buyer and thereafter Buyer and Seller shall be released from all further obligations under this Agreement.

6.3 Irrespective of whether Buyer obtains a title examination or insurance, Buyer shall, if Buyer closes on the Premises, accept the Premises in its AS-IS, WHERE-IS, WITH ALL FAULTS condition. The provisions of this Section shall survive Closing.

**7. CLOSING:** Closing hereunder shall be held on or before 30 days after Seller’s execution of this Agreement and at such time and place as Seller and Buyer shall mutually agree. The time and date for Closing may be extended only by mutual agreement of the parties in writing, time expressly being of the essence in this Agreement.

**8. POSSESSION:** Buyer shall obtain possession of the Premises at Closing, subject to the leases, licenses, easements, occupancies or other limitations which are identified by or which are discovered by Seller during the term of this Agreement (which may not necessarily be stated in the deed) pursuant to Section 8.1, unless canceled by Seller or otherwise terminated whether by notice, expiration, nonrenewal or any other reason) prior to Closing.

8.1 Seller represents that the Premises is currently subject only to the leases, licenses, easements, occupancies and/or limitations (which may or may not be of record) listed in Exhibit “B”, attached hereto and made a part hereof. However, during the term of this Agreement, Seller will diligently research its archives for, and shall promptly advise Buyer upon discovering, any additional leases, licenses, easements, occupancies and limitations affecting the Premises. As to items discovered as a consequence of such research, Seller shall either cancel or otherwise terminate such items or, if assignable by their terms and approved by Buyer, shall assign, or if such item is applicable to an area greater than the Premises shall assign only Seller’s rights and obligations that affect the Premises, to the Buyer effective as of the Closing.

8.2 Seller shall cancel or terminate, at or prior to Closing, the following items listed in Exhibit “B”:

8.3 At Closing, Seller shall assign to Buyer, and Buyer shall assume, Seller’s right, title and interest in all items identified by Section 8.1, or which are subsequently discovered by Seller, unless canceled or otherwise terminated, at or prior to Closing. However, if such item is applicable to an area greater than the Premises, the Buyer shall be included as party to a partial assignment of the item(s), which may be executed after Closing.

8.4 If, prior to Closing, all or any portion of the Premises is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact promptly

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after obtaining knowledge thereof and either Buyer or Seller shall have the right to terminate this Agreement by giving notice to the other not later than ten (10) days after the giving of Seller's notice. If neither Seller nor Buyer elects to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Closing the rights of Seller to the awards, if any, for the taking, and Buyer shall be entitled to receive and keep all awards for the taking of the Premises or such portion thereof.

**9. ANNUAL TAXES; RENTS; LIENS; CHARGES:**

9.1 All annual or periodic taxes or assessments on the Premises, both general and special, shall be prorated as of the Closing. Any proration shall be based on the taxes assessed against the Seller in the year of the delivery of possession to or entry by Buyer and shall allow the maximum discount permitted by law. If current taxes assessed against the Seller are not available at the time of Closing, Buyer and Seller agree to prorate taxes based upon the latest tax information available to the parties and equitably adjust the proration when taxes for the year of entry or possession become available.

9.2 Any certified governmental assessments or liens for improvements on the Premises which are due and payable at the time of Closing shall be paid in full by Seller, and any pending liens or assessments for improvements not yet due and payable at Closing shall be thereafter paid in full by Buyer.

**10. TAXES ON TRANSFER; CLOSING COSTS:**

10.1 Buyer shall pay all transfer taxes, however styled or designated, all documentary stamps, recording costs or fees or any similar expense in connection with this Agreement, the conveyance of the Premises or necessary to record the deed.

10.2 Buyer shall be solely responsible for and shall pay any reassessments or taxes generated by reclassification of the Premises resulting from conveyance of the Premises.

10.3 If any state or local governmental authority requires, presently or in the future, the payment of any sales, use or similar tax upon the sale, acquisition, use or disposition of any portion of the Premises, (whether under statute, regulation or rule), Buyer assumes all responsibility for and shall pay the same, directly to said authority, and shall hold Seller harmless from such tax(es) and any interest or penalty thereon. Seller shall cooperate (at no expense to Seller) with Buyer in the prosecution of any claim for refund, rebate or abatement of said tax(es).

10.4 Seller shall pay the cost of recording any release of Seller's mortgage(s) or lien(s). In the event Buyer finances any portion of the Purchase Price (whether through third parties or from Seller), Buyer shall pay all costs thereof, including recordation, intangible taxes, etc.

10.5 Buyer represents and warrants that neither it nor its officers, directors or controlling owners are acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; that neither it nor its officers, directors or controlling owners are engaged in this transaction, directly or indirectly, on behalf of, or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation; and that neither it nor its officers, directors or controlling owners are in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto."

**11. BUYER'S RIGHT OF ENTRY, ENVIRONMENTAL AND OTHER INSPECTIONS:**

11.1 Subject to and upon compliance with the terms of this Section 11, during the term of this Agreement, Buyer and/or its agents shall be permitted to access the Premises, subject to the rights of any tenant,

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licensee, utility or other third party occupying any portion of the Premises, in order to make surveys, make measurements, conduct environmental or engineering tests (including drilling and coring for preconstruction soil analysis), and to make such physical inspections and analyses thereof as Buyer shall deem necessary; PROVIDED, however, that Buyer, and/or its agents, hereby assumes all risks of such entry and agrees to defend, indemnify and save Seller harmless from and against any claim, cost or expense resulting from any damage to or destruction of any property (including the Premises or any improvements thereon) and any injury to or death of any person(s), arising from the acts or omissions of Buyer and/or its agents in the exercise of this right-of-entry. Buyer agrees to do no act which would encumber title to the Premises in exercising this right-of-entry. Any drilling and coring holes shall be filled upon completion of testing. All investigation-derived waste, including without limitation drilling waste, ground water and cuttings, shall be promptly handled, characterized and disposed of properly and in accordance with all local, State and Federal requirements, all at Buyer's sole cost.

11.2 Buyer shall give Seller ten (10) calendar days prior written notice of any entry onto the Premises under this Section 11 and provide Seller with a schedule and scope of work for each of the activities Buyer proposes to undertake during such entry. Upon receipt of the foregoing, Seller reserves the right to monitor all procedures in the conduct of any environmental assessments, tests, studies, measurements or analyses performed by or for Buyer in, on, to or with respect to the Premises. Buyer shall provide in any contract or bids for site assessment or environmental inspections of the Premises a "confidentiality clause", limiting disclosure of the results and any report only to Buyer (or to Seller, upon request), and an "insurance clause," requiring the company selected by the Buyer to perform the work to produce a certificate of insurance naming the Seller and Buyer as additional insured with the following coverage and limits:

- General Liability (CGL) insurance with coverage of not less than THREE MILLION DOLLARS (\$3,000,000) Combined Single Limit per occurrence for bodily injury and property damage.
- In addition to the above-described CGL insurance, if Buyer will undertake, or cause to be undertaken, any construction or demolition activity within fifty (50) feet of any Railroad track or any Railroad bridge, trestle or tunnel, then Buyer shall also purchase, or cause to be purchased, a policy of Railroad Protective Liability (RPL) insurance, naming Railroad as the insured, with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence, with an aggregate of TEN MILLION DOLLARS (\$10,000,000). Such policy must be written on ISO/RIMA form of Railroad Protective Insurance - Insurance Services Offices Form No. CG 00 35, including Pollution Exclusion Amendment CG 28 31. At Railroad's option, in lieu of purchasing RPL insurance (but not CGL insurance), Buyer may pay Railroad a Construction Risk Fee, currently THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500), and thereby be relieved of any obligation to purchase said RPL insurance.
- Worker's Compensation Insurance as required by the state in which the Work is to be performed. This policy shall include Employers' Liability Insurance with a limit of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Unless prohibited by law, such insurance shall waive subrogation against Railroad.
- Automobile Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering all owned, non-owned and hired vehicles.

Buyer shall also keep Seller fully apprised of the progress of, and procedures followed with respect to, all such environmental work; and fully cooperate with all reasonable requests of Seller in undertaking and carrying out such work. Buyer shall prepare split samples (which may then be separately tested at Seller's sole option and cost) for delivery to Seller and shall deliver to Seller, at no cost to Seller, within five (5) days after receipt, copies of all results, assessments, reports and studies, whether of an environmental nature or otherwise, resulting from any tests or inspections conducted by Buyer pursuant to this Section 11 or otherwise in accordance with this Agreement. At or before Closing, Buyer shall provide Seller a reliance letter from Buyer's consultant, in form and substance reasonably acceptable to Seller, granting Seller the right to rely on the environmental data and reports generated as part of buyer's environmental due diligence, including without limitation, any Phase I and Phase II Environmental Site Assessment Reports. The reliance letter shall not impose any additional limitations or restrictions on Seller's reliance on said data and reports except as may be specified within the report documents

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themselves.

11.3 Buyer acknowledges that Seller makes no guarantee, representation or warranty regarding the physical or environmental condition of the Premises, and Seller expressly disclaims any and all obligation and liability to Buyer regarding any defects which may exist with respect to the condition of the Premises.

11.4 If environmental contamination of the Premises is revealed by the studies and tests conducted by Buyer pursuant to this Section 11, in an amount and/or concentration beyond the minimum acceptable levels established by current applicable governmental authorities, or, if Buyer is unwilling to accept the environmental condition of the Premises as a result of such tests or assessments, Seller's and Buyer's sole and ~~exclusive remedy~~ shall be to terminate this Agreement and refund the Deposit to the Buyer. Under no circumstances shall Seller be required to correct, remedy or cure any condition or environmental contamination of the Premises, which Buyer's tests and studies may reveal, as a condition to Closing or other performance hereunder.

11.5 If Buyer elects not to secure environmental tests or inspections, or fails to terminate after receipt of test results, Buyer shall take the Premises "as is" at Closing; assumes all risks associated with the environmental condition of the Premises, regardless of the cause or date of origin of such condition; and releases all rights or claims against Seller relating to such condition or for any costs of remediation or cure of any environmental condition.

11.6 ***"INTENTIONALLY OMITTED"***

11.7 ***"INTENTIONALLY OMITTED"***

11.8 ***"INTENTIONALLY OMITTED"***

11.9 ***"INTENTIONALLY OMITTED"***

11.10 The provisions of this Article 11 shall survive Closing or termination of this Agreement.

## **12. SUBDIVISION APPROVAL; ZONING:**

12.1 Any subdivision approval needed to complete the transaction herein contemplated shall be obtained by Buyer at Buyer's sole risk, cost, and expense. Seller shall cooperate with Buyer in obtaining said approval, to the extent necessary or required, but Buyer shall reimburse Seller for any and all charges, costs and expenses (including portions of salaries of employees of Seller assigned to such project) which Seller may incur in such cooperation.

12.2 Seller makes no guarantee or warranty that any subdivision approval will be granted and assumes no obligation or liability for any costs or expenses if same is not approved.

12.3 Costs and expenses shall include all fees, costs and expenses, including reasonable attorneys' fees, of obtaining subdivision plats, or filing same with the applicable governmental body(ies), or recordation thereof, including attorneys' fees, and all other related and/or associated items.

12.4 Seller makes no guarantee, warranty or representation as to the permissibility of any use(s) contemplated by Buyer under existing zoning of the Premises or as to any ability to secure any rezoning for Buyer's use.

**13. BROKER'S FEES:** The Buyer and the Seller each represent and warrant to the other that neither has introduced into this transaction any person, firm or corporation who is entitled to compensation for services as a broker, agent or finder. The Buyer and the Seller each agree to indemnify the other against and hold the other harmless from any and all commissions, finder's fees, costs, expenses and other charges claimed by real estate brokers or sales persons by, through or under the indemnifying party. Seller shall be under no obligation to pay or be responsible for any broker's or finder's fees, commissions or charges in connection with handling this transaction, or

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Closing.

**14. ASSIGNMENT, LIMITS, SURVIVAL:**

14.1 (a) This Agreement may not be assigned by Buyer without the prior written consent of Seller, which shall not be unreasonably withheld, provided that if Buyer wishes to cause the Premises to be conveyed directly from Seller to a third party through an exchange of like-kind real estate on escrow terms qualifying under Section 1031 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder, Seller shall, at Buyer's expense, cooperate in accomplishing Buyer's objective.

(b) Buyer hereby agrees that closing on the disposition of the transfer of the Premises pursuant to this Agreement may be structured by Seller to qualify as part of an exchange of like-kind property under Section 1031 of the Internal Revenue Code of 1986, as amended, and Treasury Regulations promulgated thereunder (a "like-kind exchange"). Accordingly, Seller shall have the right to assign its rights and interests hereunder to a qualified intermediary or qualified escrow agent, an exchange accommodation titleholder, or such other person as may be necessary to qualify the transaction as a like-kind exchange. Buyer agrees to cooperate with Seller in executing such documents as may be reasonable necessary to implement a like-kind exchange, including, but not limited to, making the proceeds check payable as directed by Seller.

14.2 As limited above, this Agreement shall be binding upon the parties, their successors and permitted assigns, or upon their heirs, legal representatives and permitted assigns, as the case may be.

14.3 Any provision calling for obligations continuing after Closing or termination of this Agreement shall survive delivery of the deed and not be deemed merged into or replaced by any deed, whether or not the deed so states.

**15. DEFAULT:**

15.1 In the event of a default by Buyer under this Agreement (including, but not limited to payment of the Deposit within the time specified), Seller may elect to terminate this Agreement by delivery of notice to Buyer and to retain the Deposit and any other money paid by Buyer to or for the account of Seller, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement.

15.2 In the event of a default by Seller under this Agreement, Buyer's sole and exclusive remedy shall be to terminate this Agreement by delivery of notice to Seller and to receive an immediate return of the Deposit and reimbursement for any reasonable third-party expenses and obligations incurred by Buyer pursuant to this Agreement, not to exceed \$300,000, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement. Buyer irrevocably waives any and all right to pursue specific performance of this Agreement or any other legal or equitable remedy otherwise available to Buyer.

15.3 Upon the termination of this Agreement pursuant to this Article 15, Buyer and Seller shall be relieved of all obligations under Agreement, including the duty to close, other than (a) any liability for breach of any of the provisions of Section 11 shall remain as obligations of Buyer and (b) Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises.

15.4 "Default" shall include not only the failure to make prompt payment of any sums when due under this Agreement, but also the failure to fully and timely perform any other acts required of Seller or Buyer under this Agreement.

**16. NOTICES:**

16.1 Notice under this Agreement shall be in writing and sent by Registered or Certified Mail, Return Receipt Requested, or by courier, express or overnight delivery, and by confirmed e-mail.

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16.2 The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date of delivery”) service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

16.3 Notices to Seller shall be sent to:

CSX Transportation, Inc.  
C/o CSX Real Property, Inc. - J915  
6737 Southpoint Drive South  
Jacksonville, FL 32216-6177  
Attn: Jennifer Bryan (Transaction Specialist)  
E-mail: [Jennifer\\_Bryan@csx.com](mailto:Jennifer_Bryan@csx.com)

With an informational (not service) copy to:

Elizabeth Steel  
Manager – Rails to Trails  
CSX Real Property, Inc.  
6737 Southpoint Drive South, 1<sup>st</sup> Floor  
Jacksonville, FL 32216-6177  
E-mail: [Elizabeth\\_Steel@csx.com](mailto:Elizabeth_Steel@csx.com)

Notices to Buyer shall be sent to:

Champaign County Forest Preserve District  
P.O. Box 1040  
Mahomet, IL 61853  
Attention: Executive Director

With an informational (not service) copy to:

Meyer Capel, A Professional Corporation  
306 W. Church Street  
P.O. Box 6750  
Champaign, IL 61826-6750  
Attn: Matt C. Deering  
E-mail: [mdeering@meyercafel.com](mailto:mdeering@meyercafel.com)

AND

Vermilion County Conservation District  
22296-A Henning Road  
Danville, IL 61834  
Attention: Executive Director

With an informational (not service) copy to:

Saikley, Garrison, Colombo & Barney, LLC  
208 W. North Street  
P.O. Box 6  
Danville, IL 61834-0006  
Attn: Gilbert H. Saikley

16.4 Any party hereto may change its address or designate different or other persons or entities to

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receive copies by notifying the other party in a manner described in this Section.

**17. RULES OF CONSTRUCTION:**

17.1 In this Agreement, all singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

17.2 All references herein to particular articles, sections, subsections or clauses are references to articles, sections, subsections or clauses of this Agreement.

17.3 The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

17.4 Each party hereto and its counsel have had the opportunity to review and revise (or request revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto or amendments hereof.

17.5 This Agreement shall be governed and construed in accordance with the laws of the state in which the Premises is located, without regard to conflict of law rule.

**18. TIME OF ESSENCE:** Time shall be considered of the essence both to the Buyer and the Seller for all activities undertaken or required pursuant to this Agreement.

**19. CHARITABLE DONATION:**

19.1 Buyer and Seller believe the Purchase Price is less than the fair market value of the Premises, and Seller, being interested in assisting in recreational activity opportunities, desires to make a charitable donation to Buyer of the difference between the Purchase Price and the fair market value. Buyer will provide Seller with any documentation required by the United States Internal Revenue Service (IRS) to substantiate the donation to Buyer and the tax exempt status of Buyer, including Buyer's execution of IRS Form 8283, for land and a separate IRS Form 8283 for improvements attached hereto as Exhibit "D", and the Letter of Acknowledgment, attached hereto as Exhibit "ED", at Closing or thereafter as needed.

19.2 Provisions of this Section shall survive Closing, termination of this Agreement and/or delivery of the deed, whether or not the deed so states, there being neither express nor implied merger hereof into said deed.

**20. TRAIL USE:** The Surface Transportation Board ("STB") has imposed a Notice of Intended Trail Use, ("NITU"), condition on the Premises, as such, the following shall constitute the Interim Trail Use Agreement:

20.1 By Decision and Notice of Interim Trail Use or Abandonment served February 7, 1997, in STB Docket No. AB-167(Sub.-No,1161X), the STB imposed a 180-day period for Buyer to negotiate an interim trail use/rail banking agreement with Seller for the Premises.

20.2 Buyer agrees that upon acceptance of a quitclaim deed conveying the Premises to Buyer pursuant to the STB's aforementioned order, Buyer or its designee or assignee shall assume full responsibility for management of the Premises; Buyer shall be responsible for any and all taxes that may be levied or assessed against the Premises after Closing; and Buyer shall assume full responsibility for and will indemnify Seller against any potential legal liability arising out of transfer or use of the Premises pursuant to this Agreement. The provisions of this paragraph shall survive the Closing or termination of this Agreement.

20.3 Buyer acknowledges that the Premises remains subject to the jurisdiction of the STB for purposes of reactivating rail service. As an inducement to Buyer to enter into this Agreement, and in the event action is taken to reactivate rail service on the Premises, Seller agrees to compensate Buyer, or assist Buyer as follows:

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A.) In the event the STB, or any other entity of the United States Government compels Seller, its successors or assigns, to reactivate rail service on the Premises, or in the event Seller, its successors or assigns, voluntarily takes steps to reactivate rail service on the Premises by seeking to vacate the Notice of Interim Trail Use (the "NITU"), and if the STB approves the vacation of the NITU and reactivation of rail service requiring conveyance of the Premises by Buyer to the Seller, then, in such event, Seller, its successors or assigns, shall pay to Buyer at the time of reactivation a sum equivalent to the Purchase Price plus Buyer's cost of improvements made to date as adjusted by the same percentage of increase reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor" ("CPI"). The amount to be paid by Seller to the Interim Trail Manager shall be calculated in accordance with the following:

$$\text{(Current Price Index*/Base Price Index**) X (Purchase Price + Cost of Improvements made to date) = Amount paid to Interim Trail Manager}$$

\* Effective average annual CPI for the most recent year ending prior to reactivation

\*\* Effective average annual CPI for the year of Closing

In the event the CPI is converted to a different standard reference base or otherwise revised or changed, the calculation of the adjustment shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as reasonably determined by Seller and Buyer.

In the event that rail service is reactivated and reimbursement is required by Seller as set out herein, Buyer shall reconvey the Premises together with all improvements located thereon to Seller

B.) In the event a party other than Seller, its successors or assigns, seeks to reactivate rail service by petitioning the STB to vacate the NITU, and the STB in consideration of its decision to reactivate requires a letter of concurrence to be provided by Seller, its successors or assigns, supporting the vacation of the NITU and reactivation of rail service by such third party, then Seller, its successors or assigns, covenants and agrees that it shall withhold such letter of concurrence until it has received a letter from the Buyer stating Buyer's support for reactivation of rail service and vacation of the NITU, and that Buyer has reached a satisfactory agreement with such third party petitioning for reactivation of rail service for compensation to be paid to Buyer and conveyance of the Premises.

20.4 This Agreement shall be deemed to be the interim trail use agreement between Buyer and Seller for purposes of 16 U.S.C. 1247(d) and all STB orders relating to same pertaining to the Premises.

20.5 The provisions of this paragraph shall survive Closing, termination of this Agreement and/or acceptance of the deed by Buyer.

21. SIGNAGE: Buyer shall, at its cost and expense, erect and maintain signage at any reasonable trailheads established along the proposed recreational trail utilizing mutually agreeable wording acknowledging Seller and the prior railroad history of the Premises. This requirement shall survive Closing.

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IN WITNESS WHEREOF, the Buyer has caused this Agreement to be signed the 12<sup>th</sup> day of December, 2012, in duplicate, each of which shall be considered an original.

WITNESS(ES):

CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT

Ruth Wene  
Robin Hall

Chris M White

Print Name: Christopher M. White

Print Title: President

WITNESS(ES):

VERMILION COUNTY CONSERVATION DISTRICT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

NOTICE OF SELLER'S ACCEPTANCE

Buyer's Offer to purchase the Premises is accepted by Seller this 30<sup>th</sup> day of August, 2012.

WITNESSES):

CSX TRANSPORTATION, INC.

Justin Brown  
Carl G. Beck

Stephen A. Crosby

Print Name: Stephen A. Crosby  
President- CSX Real Property, Inc.  
signing on behalf of CSX Transportation, Inc.

Print Title: \_\_\_\_\_

SP#: 17019-0001 052411

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be signed the 22<sup>th</sup> day of December, 2012, in duplicate, each of which shall be considered an original.

CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT

WITNESS(ES):

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Title: \_\_\_\_\_

VERMILION COUNTY CONSERVATION DISTRICT

WITNESS(ES):

Nikki Fogel  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

Nikki Bognet  
\_\_\_\_\_  
Print Name: BENN K. D. HALE

\_\_\_\_\_  
Print Title: PRESIDENT BOARD OF TRUSTEES

NOTICE OF SELLER'S ACCEPTANCE

Buyer's Offer to purchase the Premises is accepted by Seller this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CSX TRANSPORTATION, INC.

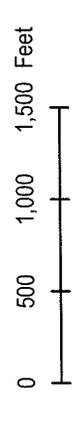
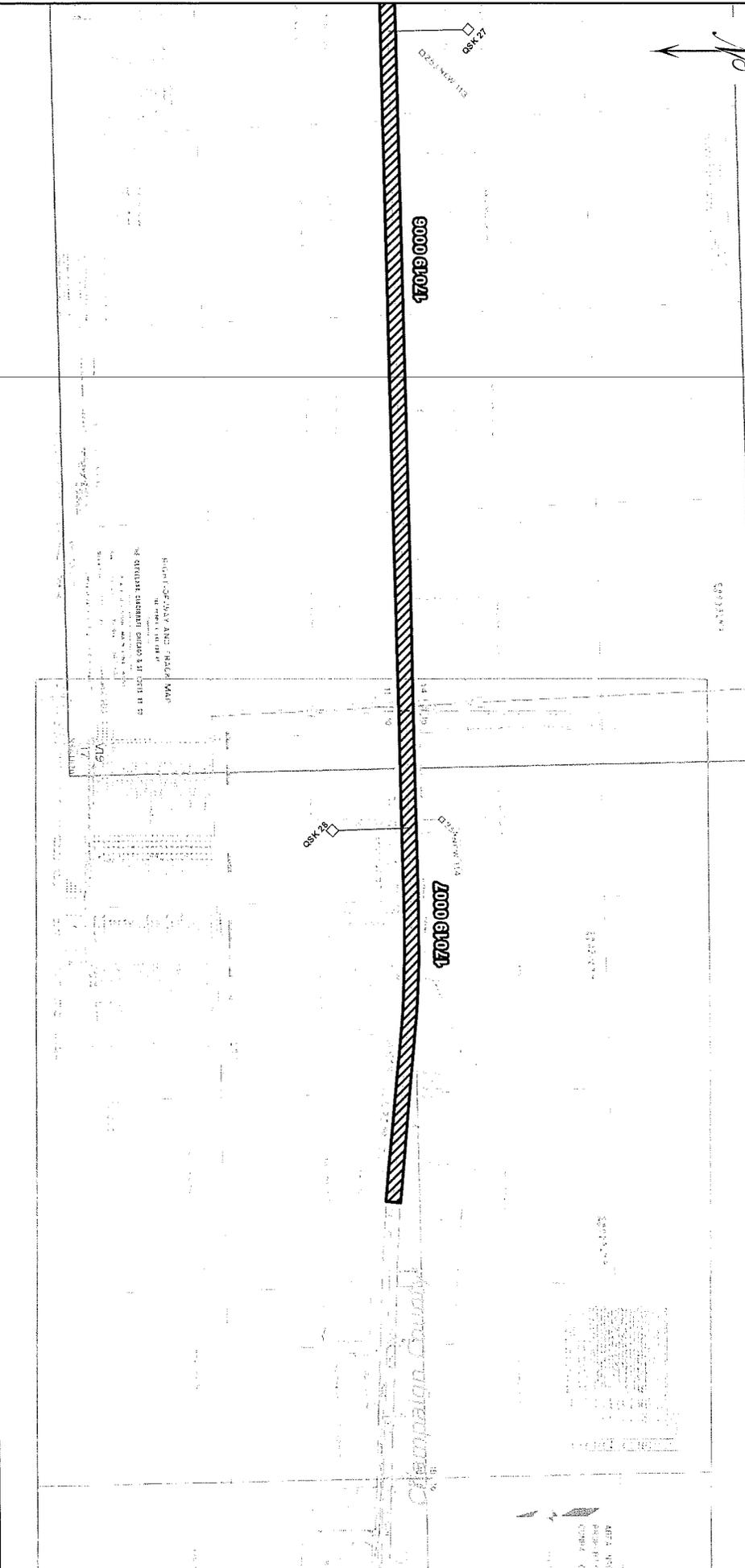
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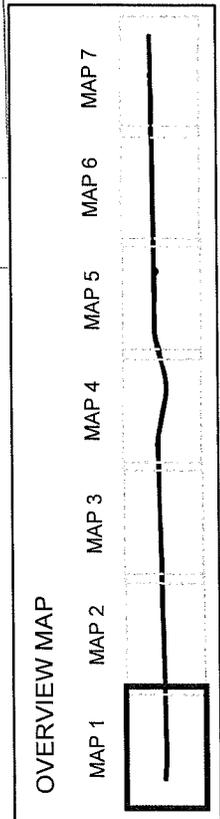
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**EXHIBIT "A-1"**

THIS RAILROAD MAP EXHIBIT GRAPHICALLY REPRESENTS A PROPOSED REAL ESTATE TRANSACTION. IT MAY NOT REFLECT CURRENT "ON THE GROUND" CONDITIONS AND/OR ACTUAL LOCATIONS OF FEATURES. ALL DIMENSIONS, OFFSET DISTANCES, AREA CALCULATIONS AND MEASUREMENT NOTATIONS SHOWN ON THIS EXHIBIT ARE APPROXIMATE.



 Proposed Sale, 145.70 ± Acres  
 CSX Operating Track



MILE POST: QSK 16.10 - QSK 28.48  
 NO CURRENT DIVISION  
 NO CURRENT SUBDIVISION

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VAL SECT:	GIS#:	PIN#:
multiple	45140, 64607 64608, 64613 64614, 64616 64618	17019-0001 17019-0002 17019-0003 17019-0004 17019-0005 17019-0006 17019-0007
MAP#:	multiple	

<b>CSX TRANSPORTATION, INC.</b>		STATE: IL	1" = 1,000'	DRAWN BY: S5754
SITE: IL-019-0996508		COUNTY: CHAMPAIGN		
PROPOSED LINE SALE		CITY: NO FIPS CODE		
CHAMPAIGN COUNTY, IL		DATE: 6/19/2013	REVISED:	

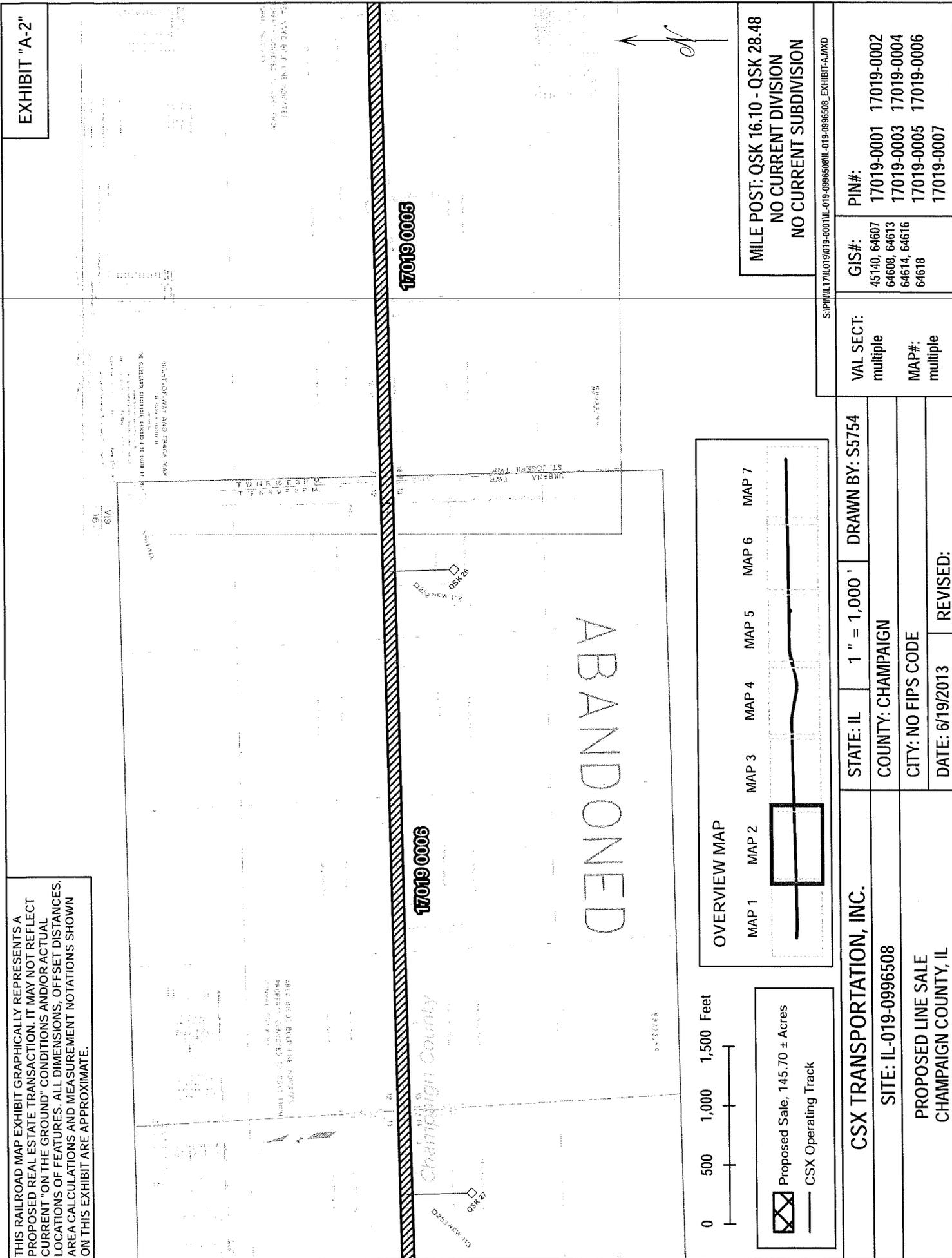
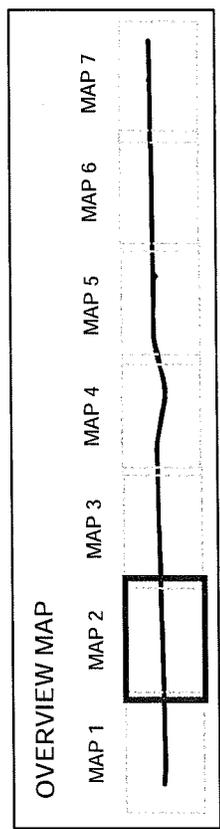


EXHIBIT "A-2"

THIS RAILROAD MAP EXHIBIT GRAPHICALLY REPRESENTS A PROPOSED REAL ESTATE TRANSACTION. IT MAY NOT REFLECT CURRENT "ON THE GROUND" CONDITIONS AND/OR ACTUAL LOCATIONS OF FEATURES. ALL DIMENSIONS, OFFSET DISTANCES, AREA CALCULATIONS AND MEASUREMENT NOTATIONS SHOWN ON THIS EXHIBIT ARE APPROXIMATE.

MILE POST: QSK 16.10 - QSK 28.48  
NO CURRENT DIVISION  
NO CURRENT SUBDIVISION

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MAP#: multiple	GIS#: 45140, 64607 64608, 64613 64614, 64616 64618



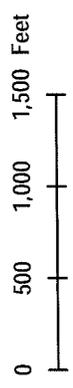
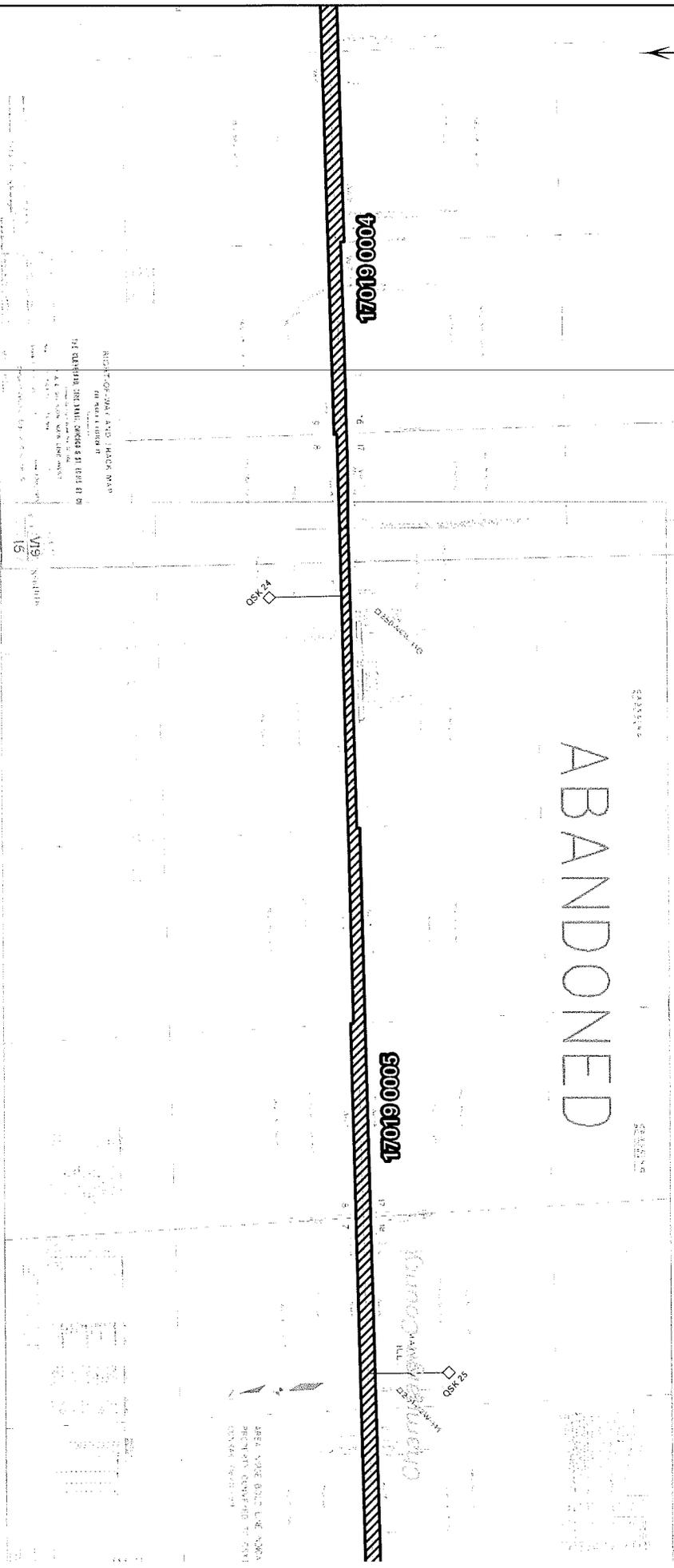
0 500 1,000 1,500 Feet

Proposed Sale, 145.70 ± Acres  
 CSX Operating Track

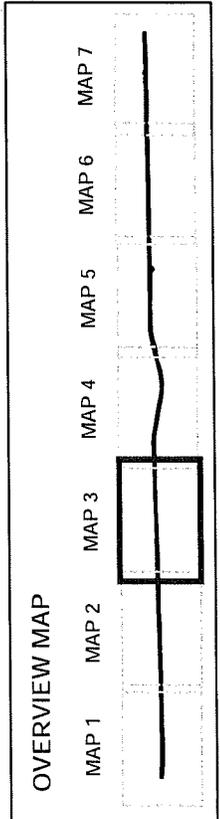
CSX TRANSPORTATION, INC.	STATE: IL	1" = 1,000'	DRAWN BY: S5754
	COUNTY: CHAMPAIGN		
SITE: IL-019-0996508	CITY: NO FIPS CODE		
PROPOSED LINE SALE CHAMPAIGN COUNTY, IL	DATE: 6/19/2013	REVISED:	

EXHIBIT "A-3"

THIS RAILROAD MAP EXHIBIT GRAPHICALLY REPRESENTS A PROPOSED REAL ESTATE TRANSACTION. IT MAY NOT REFLECT CURRENT "ON THE GROUND" CONDITIONS AND/OR ACTUAL LOCATIONS OF FEATURES. ALL DIMENSIONS, OFFSET DISTANCES, AREA CALCULATIONS AND MEASUREMENT NOTATIONS SHOWN ON THIS EXHIBIT ARE APPROXIMATE.



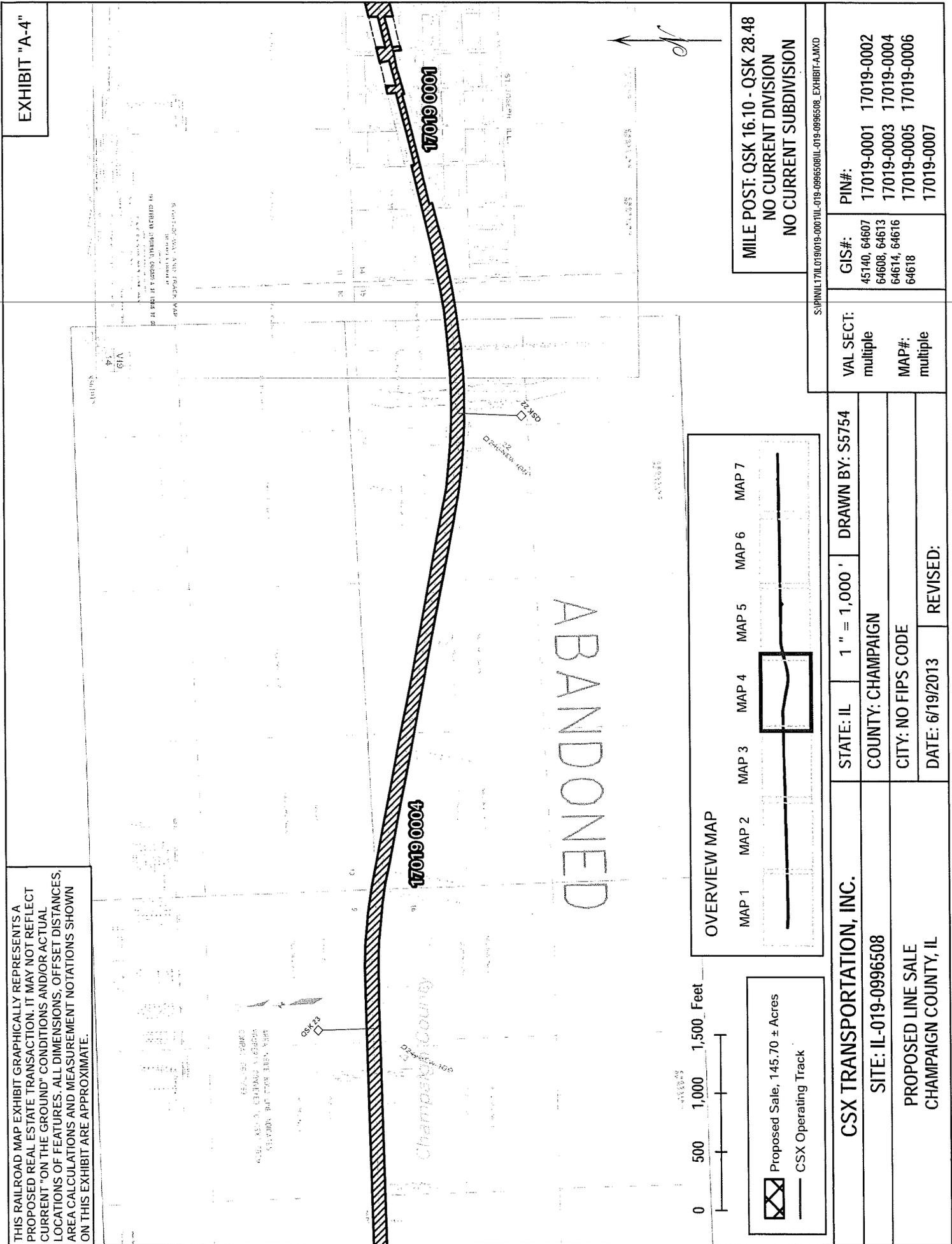
 Proposed Sale, 145.70 ± Acres  
 CSX Operating Track



MILE POST: QSK 16.10 - QSK 28.48  
NO CURRENT DIVISION  
NO CURRENT SUBDIVISION

S:\PIN\17019\17019-0007\17019-0996508\17019-0996508_EXHIBIT-A.MXD	
VAL SECT: multiple	PIN#: 17019-0001 17019-0002 17019-0003 17019-0004 17019-0005 17019-0006 17019-0007
MAP#: multiple	GIS#: 45140, 64607 64608, 64613 64614, 64616 64618

CSX TRANSPORTATION, INC.	STATE: IL	1" = 1,000'	DRAWN BY: S5754
SITE: IL-019-0996508	COUNTY: CHAMPAIGN		
PROPOSED LINE SALE CHAMPAIGN COUNTY, IL	CITY: NO FIPS CODE		
	DATE: 6/19/2013		REVISED:



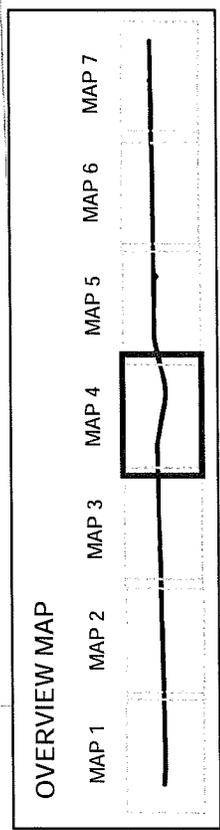
**EXHIBIT "A-4"**

THIS RAILROAD MAP EXHIBIT GRAPHICALLY REPRESENTS A PROPOSED REAL ESTATE TRANSACTION. IT MAY NOT REFLECT CURRENT "ON THE GROUND" CONDITIONS AND/OR ACTUAL LOCATIONS OF FEATURES. ALL DIMENSIONS, OFFSET DISTANCES, AREA CALCULATIONS AND MEASUREMENT NOTATIONS SHOWN ON THIS EXHIBIT ARE APPROXIMATE.

MILE POST: QSK 16.10 - QSK 28.48  
 NO CURRENT DIVISION  
 NO CURRENT SUBDIVISION

SP:PINIL170191019-000-TIL-019-0996508-EXHIBIT-A.MXD

VAL SECT:	GIS#:	PIN#:
multiple	45140, 64607 64608, 64613 64614, 64616 64618	17019-0001 17019-0002 17019-0003 17019-0004 17019-0005 17019-0006 17019-0007
MAP#:	multiple	



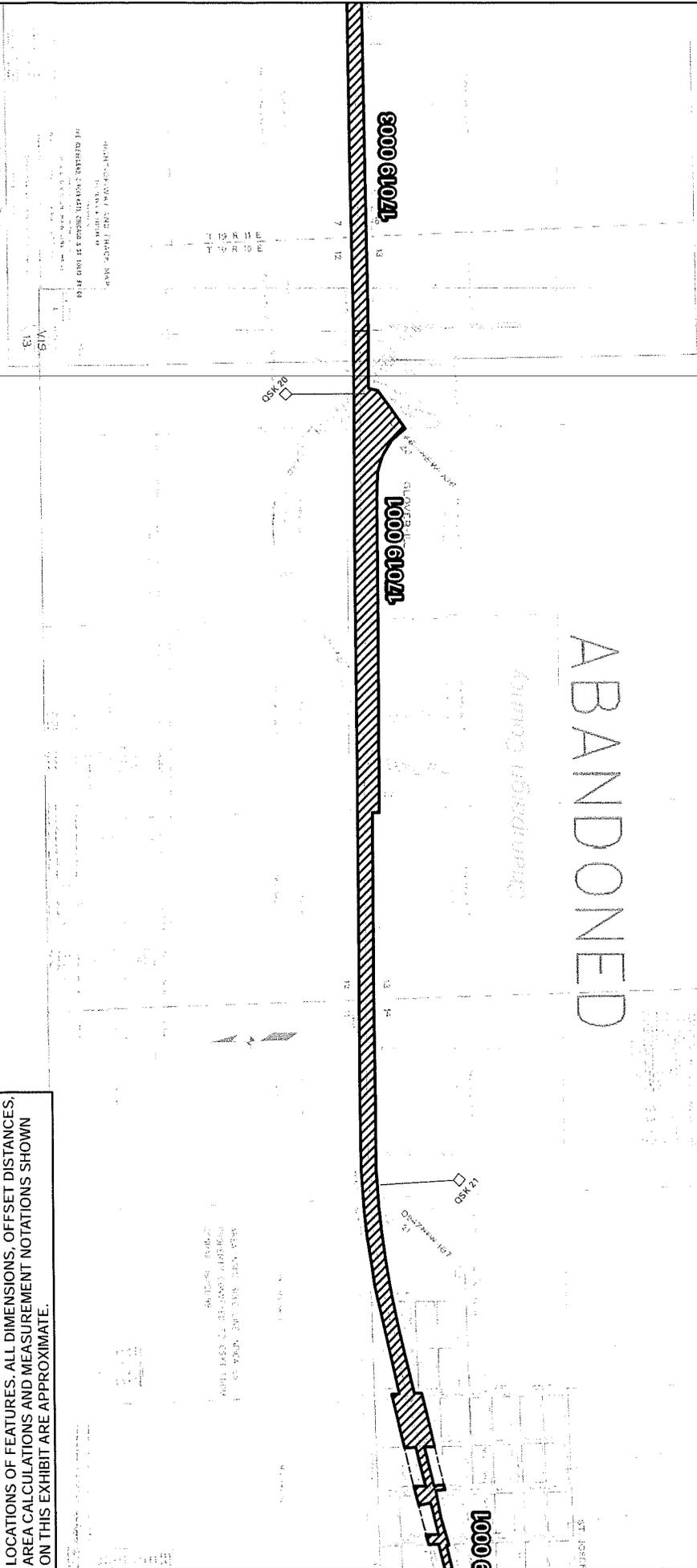
0 500 1,000 1,500 Feet

Proposed Sale, 145,70 ± Acres  
 CSX Operating Track

CSX TRANSPORTATION, INC.	STATE: IL	1" = 1,000'	DRAWN BY: S5754
	COUNTY: CHAMPAIGN		
SITE: IL-019-0996508	CITY: NO FIPS CODE		
	DATE: 6/19/2013	REVISED:	
PROPOSED LINE SALE CHAMPAIGN COUNTY, IL			

THIS RAILROAD MAP EXHIBIT GRAPHICALLY REPRESENTS A PROPOSED REAL ESTATE TRANSACTION. IT MAY NOT REFLECT CURRENT "ON THE GROUND" CONDITIONS AND/OR ACTUAL LOCATIONS OF FEATURES. ALL DIMENSIONS, OFFSET DISTANCES, AREA CALCULATIONS AND MEASUREMENT NOTATIONS SHOWN ON THIS EXHIBIT ARE APPROXIMATE.

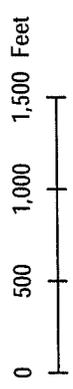
EXHIBIT "A-5"



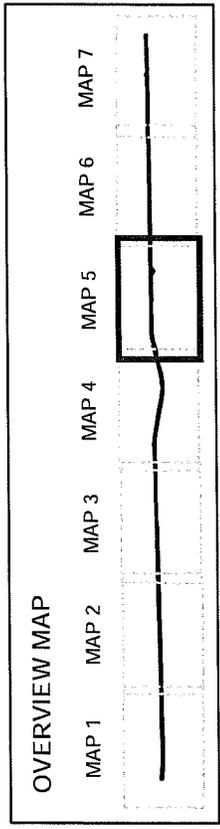
MILE POST: QSK 16.10 - QSK 28.48  
NO CURRENT DIVISION  
NO CURRENT SUBDIVISION

S:\P\171L\171L019\019-0001\IL-019-0996508\IL-019-0996508_EXHIBIT-A.MXD	
VAL SECT: multiple	PIN#: 17019-0001 17019-0002 17019-0003 17019-0004 17019-0005 17019-0006 17019-0007
MAP#: multiple	GIS#: 45140, 64607 64608, 64613 64614, 64616 64618

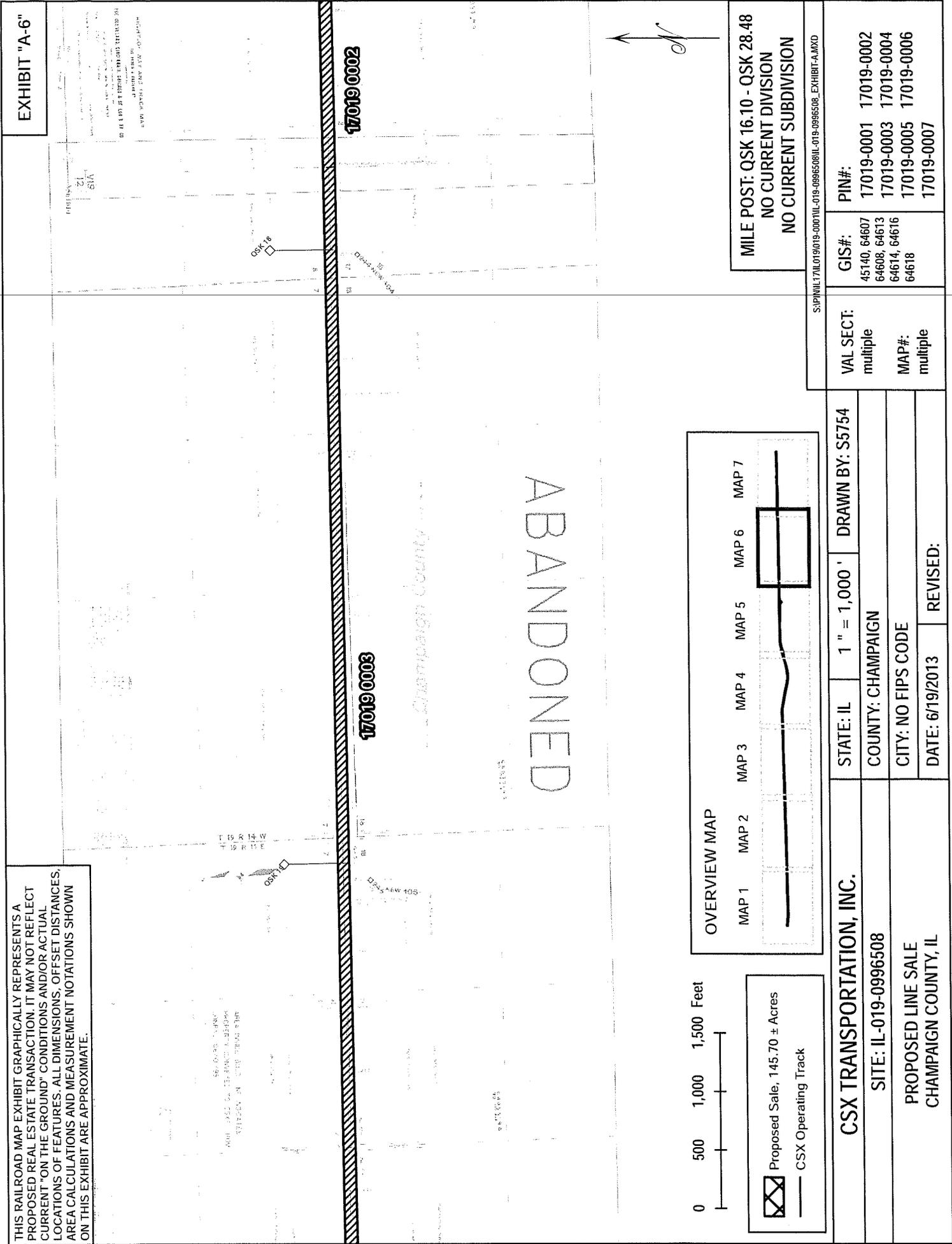
ABANDONED



Proposed Sale, 145.70 ± Acres  
CSX Operating Track



CSX TRANSPORTATION, INC. SITE: IL-019-0996508	STATE: IL	1" = 1,000'	DRAWN BY: S5754
	COUNTY: CHAMPAIGN		
PROPOSED LINE SALE CHAMPAIGN COUNTY, IL	CITY: NO FIPS CODE		
	DATE: 6/19/2013	REVISED:	



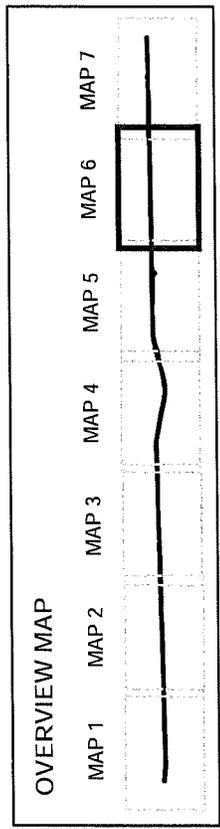
THIS RAILROAD MAP EXHIBIT GRAPHICALLY REPRESENTS A PROPOSED REAL ESTATE TRANSACTION. IT MAY NOT REFLECT CURRENT "ON THE GROUND" CONDITIONS AND/OR ACTUAL LOCATIONS OF FEATURES. ALL DIMENSIONS, OFFSET DISTANCES, AREA CALCULATIONS AND MEASUREMENT NOTATIONS SHOWN ON THIS EXHIBIT ARE APPROXIMATE.

EXHIBIT "A-6"

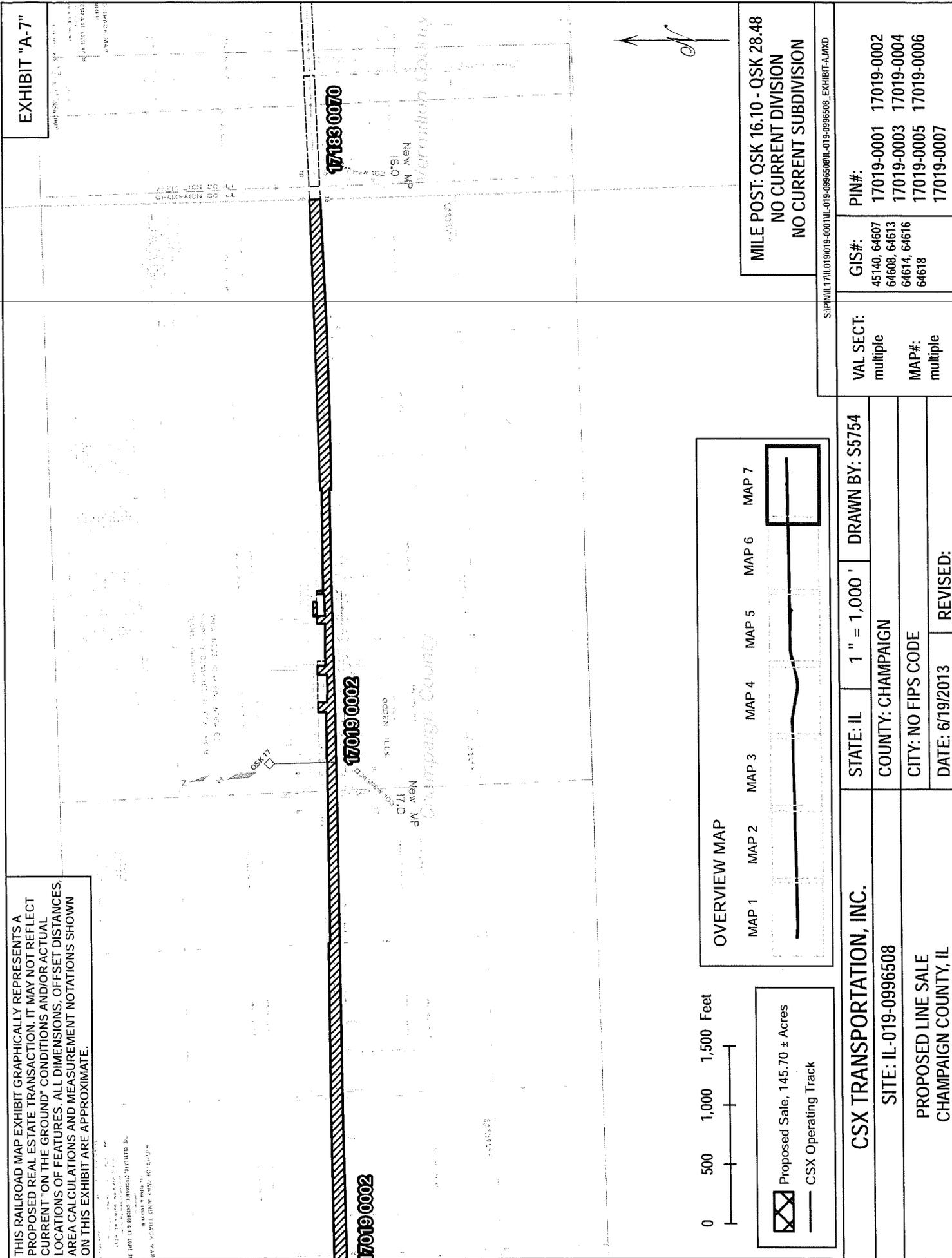
MILE POST: QSK 16.10 - QSK 28.48  
NO CURRENT DIVISION  
NO CURRENT SUBDIVISION

S:\PIN\17019\019\019-000\17019-0996508\IL-019-0996508\_EXHIBIT-A.MXD

VAL SECT: multiple	GIS#: 45140, 64607 64608, 64613 64614, 64616 64618	PIN#: 17019-0001 17019-0002 17019-0003 17019-0004 17019-0005 17019-0006 17019-0007
MAP#: multiple		



CSX TRANSPORTATION, INC.	STATE: IL	1" = 1,000'	DRAWN BY: S5754
	COUNTY: CHAMPAIGN		
SITE: IL-019-0996508 PROPOSED LINE SALE CHAMPAIGN COUNTY, IL	CITY: NO FIPS CODE		
	DATE: 6/19/2013	REVISED:	

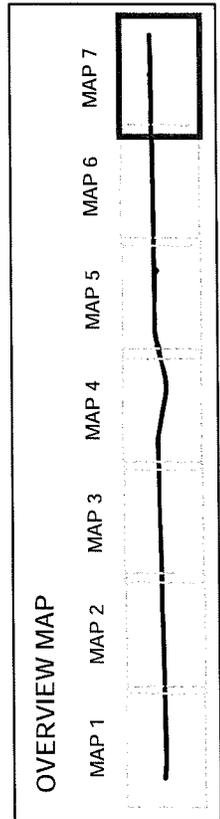


THIS RAILROAD MAP EXHIBIT GRAPHICALLY REPRESENTS A PROPOSED REAL ESTATE TRANSACTION. IT MAY NOT REFLECT CURRENT "ON THE GROUND" CONDITIONS AND/OR ACTUAL LOCATIONS OF FEATURES. ALL DIMENSIONS, OFFSET DISTANCES, AREA CALCULATIONS AND MEASUREMENT NOTATIONS SHOWN ON THIS EXHIBIT ARE APPROXIMATE.

EXHIBIT "A-7"

0 500 1,000 1,500 Feet

Proposed Sale, 145.70 ± Acres  
 CSX Operating Track



MILE POST: QSK 16.10 - QSK 28.48  
NO CURRENT DIVISION  
NO CURRENT SUBDIVISION

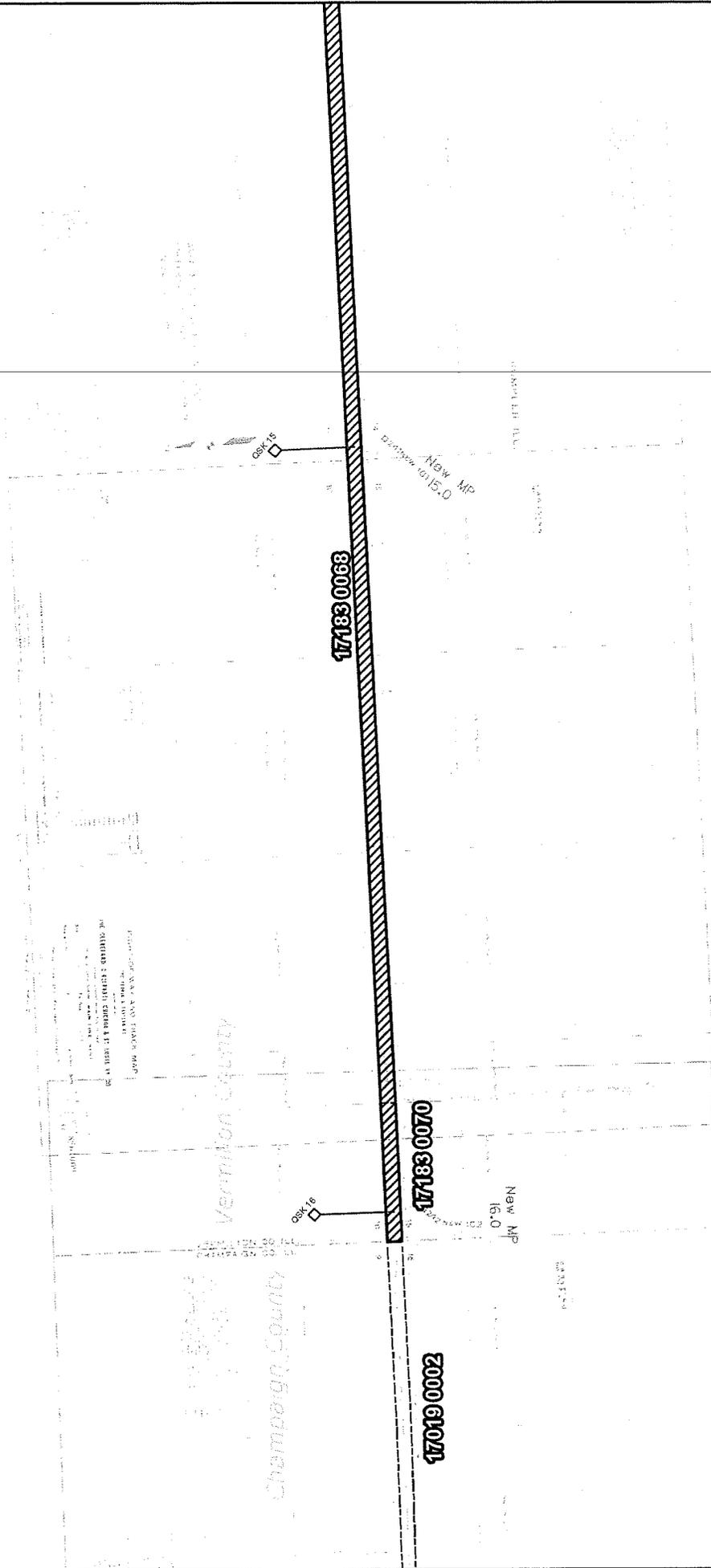
S:\PIN\17183\019\019-0001\IL-019-0996508\IL-019-0996508\_EXHIBIT-A.MXD

VAL SECT:	GIS#:	PIN#:
multiple	45140, 64607 64608, 64613 64614, 64616 64618	17019-0001 17019-0002 17019-0003 17019-0004 17019-0005 17019-0006 17019-0007
MAP#:	multiple	multiple

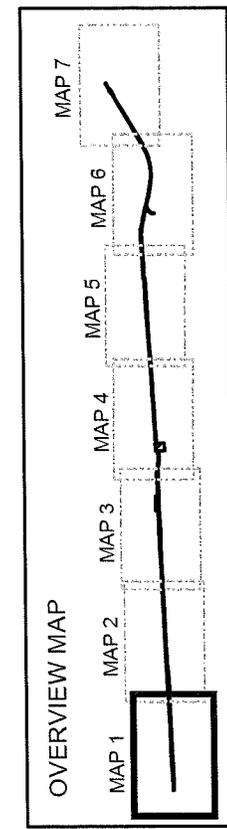
<b>CSX TRANSPORTATION, INC.</b>	STATE: IL	1" = 1,000'	DRAWN BY: S5754
	COUNTY: CHAMPAIGN		
SITE: IL-019-0996508	CITY: NO FIPS CODE		
	DATE: 6/19/2013	REVISED:	
PROPOSED LINE SALE CHAMPAIGN COUNTY, IL			

THIS RAILROAD MAP EXHIBIT GRAPHICALLY REPRESENTS A PROPOSED REAL ESTATE TRANSACTION. IT MAY NOT REFLECT CURRENT "ON THE GROUND" CONDITIONS AND/OR ACTUAL LOCATIONS OF FEATURES. ALL DIMENSIONS, OFFSET DISTANCES, AREA CALCULATIONS AND MEASUREMENT NOTATIONS SHOWN ON THIS EXHIBIT ARE APPROXIMATE.

EXHIBIT "A-1"



MILE POST: QSK 4.02 - QSK 16.04  
CHICAGO DIVISION  
WOODLAND SUBDIVISION



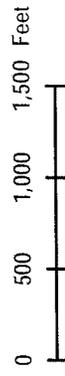
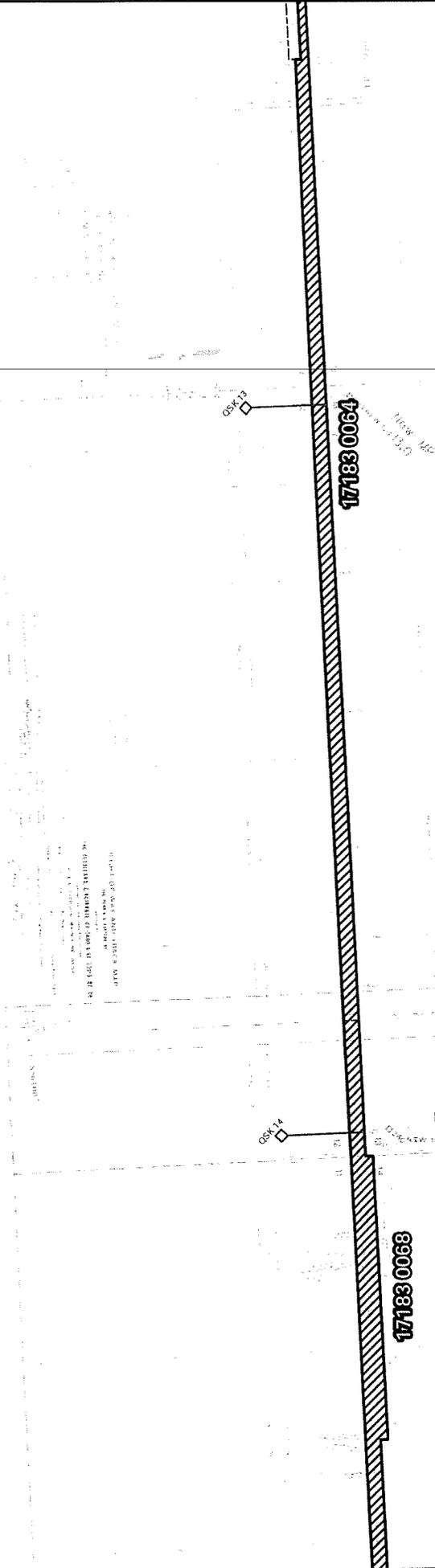
Proposed Sale, 174.41 ± Acres  
CSX Operating Track

S:\PIN\IL-183\183-0070\IL-183-1062332\IL-183-1062332_EXHIBIT-A.MXD	
VAL SECT: multiple	GIS#: 17183-0070 17183-0068 17183-0065 17183-0066
MAP#: multiple	PIN#: 17183-0071 17183-0067 17183-0066

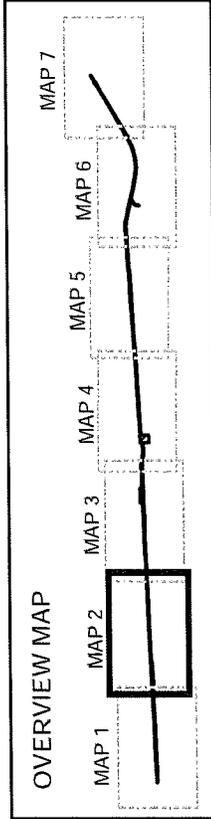
CSX TRANSPORTATION, INC.		STATE: IL	1" = 1,000'	DRAWN BY: S5754
SITE: IL-183-1062332		COUNTY: VERMILION		
PROPOSED LINE SALE VERMILION COUNTY, IL		CITY: NO FIPS CODE		
		DATE: 8/9/2013	REVISED:	

EXHIBIT "A-2"

THIS RAILROAD MAP EXHIBIT GRAPHICALLY REPRESENTS A PROPOSED REAL ESTATE TRANSACTION. IT MAY NOT REFLECT CURRENT "ON THE GROUND" CONDITIONS AND/OR ACTUAL LOCATIONS OF FEATURES. ALL DIMENSIONS, OFFSET DISTANCES, AREA CALCULATIONS AND MEASUREMENT NOTATIONS SHOWN ON THIS EXHIBIT ARE APPROXIMATE.



MILE POST: QSK 4.02 - QSK 16.04  
CHICAGO DIVISION  
WOODLAND SUBDIVISION



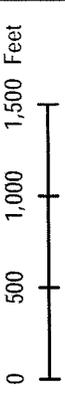
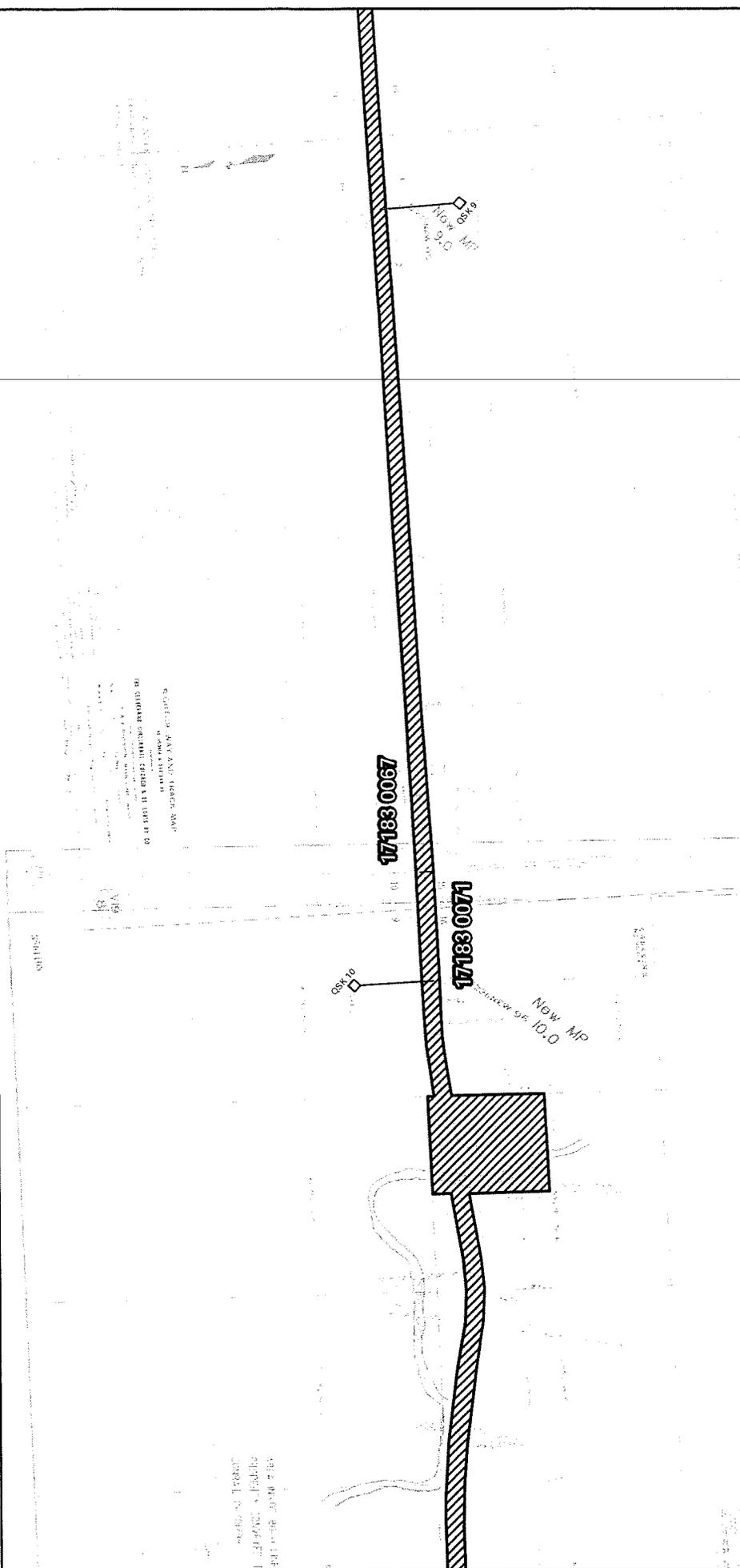
Proposed Sale, 174.41 ± Acres  
CSX Operating Track

S:\P\17183\183-1062332\183-1062332\183-1062332_EXHIBIT-A.MXD	
VAL SECT: multiple	PIN#: 17183-0070 17183-0068 17183-0065 17183-0064
MAP#: multiple	GIS#: 64602 64686 64702 64704 64605 64607
STATE: IL	DRAWN BY: S5754
COUNTY: VERMILION	1" = 1,000'
CITY: NO FIPS CODE	
DATE: 8/9/2013	REVISED:
CSX TRANSPORTATION, INC.	
SITE: IL-183-1062332	
PROPOSED LINE SALE VERMILION COUNTY, IL	

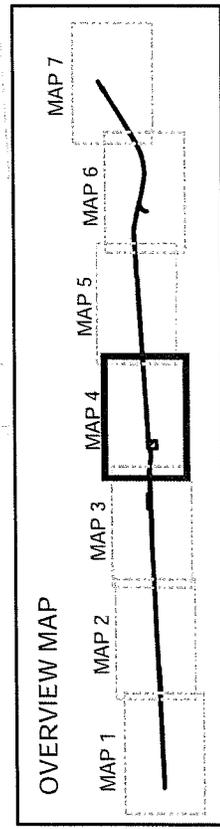


THIS RAILROAD MAP EXHIBIT GRAPHICALLY REPRESENTS A PROPOSED REAL ESTATE TRANSACTION. IT MAY NOT REFLECT CURRENT "ON THE GROUND" CONDITIONS AND/OR ACTUAL LOCATIONS OF FEATURES. ALL DIMENSIONS, OFFSET DISTANCES, AREA CALCULATIONS AND MEASUREMENT NOTATIONS SHOWN ON THIS EXHIBIT ARE APPROXIMATE.

EXHIBIT "A-4"



MILE POST: QSK 4.02 - QSK 16.04  
CHICAGO DIVISION  
WOODLAND SUBDIVISION

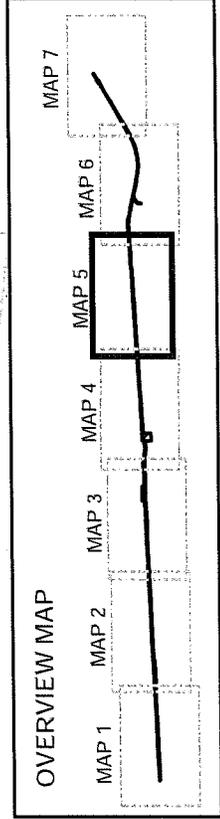
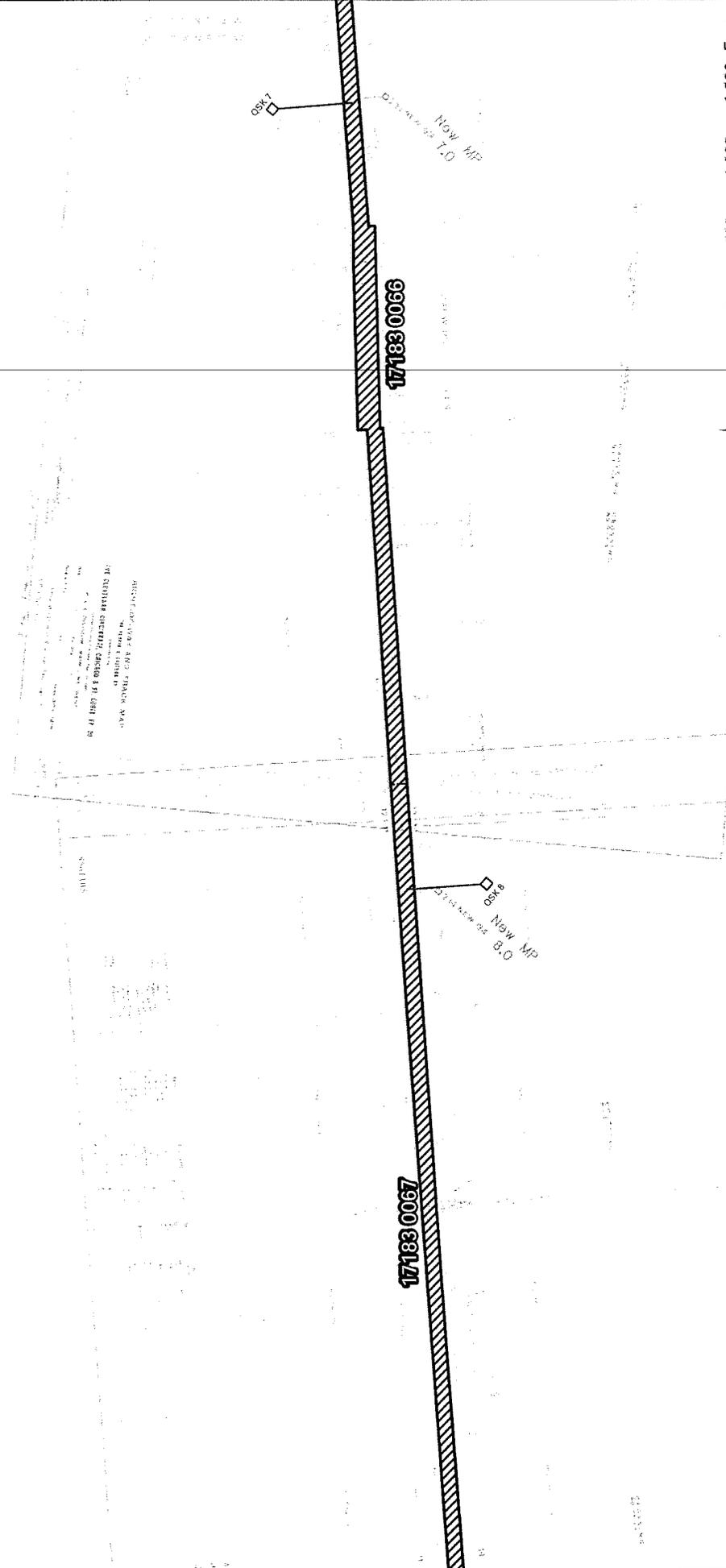


Proposed Sale, 174.41 ± Acres  
CSX Operating Track

SAPINVL17183183-1062332/IL-183-1062332/IL-183-1062332_EXHIBIT-A.MXD	
VAL SECT: multiple	PIN#: 17183-0070 17183-0068 17183-0065 17183-0064
GIS#: 64602 64696 64702 64704 64605 64607	GIS#: 17183-0070 17183-0068 17183-0065 17183-0064
STATE: IL	DRAWN BY: S5754
COUNTY: VERMILION	1" = 1,000'
CITY: NO FIPS CODE	
DATE: 8/9/2013	REVISED:
CSX TRANSPORTATION, INC.	
SITE: IL-183-1062332	
PROPOSED LINE SALE VERMILION COUNTY, IL	

THIS RAILROAD MAP EXHIBIT GRAPHICALLY REPRESENTS A PROPOSED REAL ESTATE TRANSACTION. IT MAY NOT REFLECT CURRENT "ON THE GROUND" CONDITIONS AND/OR ACTUAL LOCATIONS OF FEATURES. ALL DIMENSIONS, OFFSET DISTANCES, AREA CALCULATIONS AND MEASUREMENT NOTATIONS SHOWN ON THIS EXHIBIT ARE APPROXIMATE.

EXHIBIT "A-5"



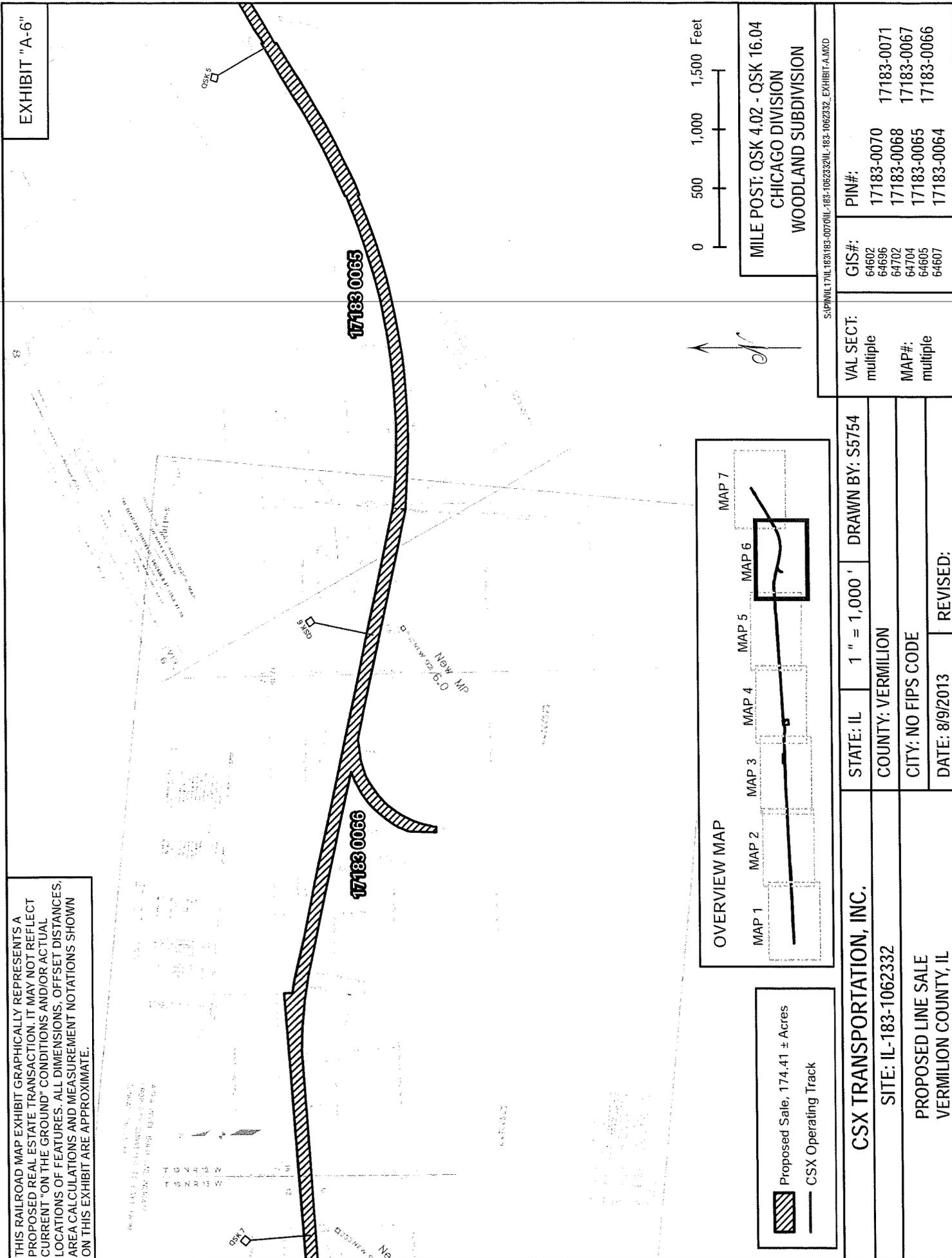
MILE POST: QSK 4.02 - QSK 16.04  
CHICAGO DIVISION  
WOODLAND SUBDIVISION

VAL SECT: multiple	GIS#: 64602 64696	PIN#: 17183-0070 17183-0068
MAP#: multiple	64704 64605 64607	17183-0065 17183-0064 17183-0066

STATE: IL	1" = 1,000'	DRAWN BY: S5754
COUNTY: VERMILION		
CITY: NO FIPS CODE		
DATE: 8/9/2013		REVISED:

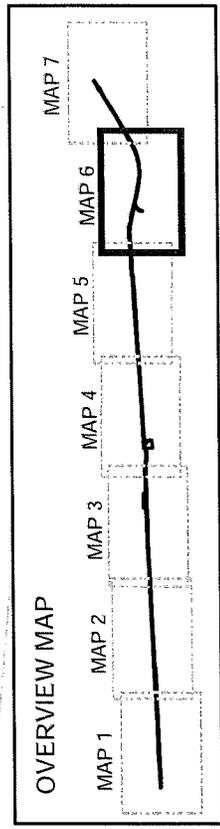
<b>CSX TRANSPORTATION, INC.</b>	
SITE: IL-183-1062332	
PROPOSED LINE SALE VERMILION COUNTY, IL	

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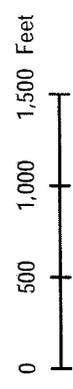
THIS RAILROAD MAP EXHIBIT GRAPHICALLY REPRESENTS A PROPOSED REAL ESTATE TRANSACTION. IT MAY NOT REFLECT CURRENT "ON THE GROUND" CONDITIONS AND/OR ACTUAL LOCATIONS OF FEATURES. ALL DIMENSIONS, OFFSET DISTANCES, AREA CALCULATIONS AND MEASUREMENT NOTATIONS SHOWN ON THIS EXHIBIT ARE APPROXIMATE.

EXHIBIT "A-6"



Proposed Sale, 174.41 ± Acres  
CSX Operating Track

MILE POST: QSK 4.02 - QSK 16.04  
CHICAGO DIVISION  
WOODLAND SUBDIVISION



VAL SECT:	multiple	PIN#:	17183-0070 17183-0068 17183-0067 17183-0066
MAP#:	multiple	GIS#:	64602 64696 64702 64704 64605 64607

STATE: IL	1" = 1,000'	DRAWN BY: S5754
COUNTY: VERMILION		
CITY: NO FIPS CODE		
DATE: 8/9/2013		REVISED:

CSX TRANSPORTATION, INC.
SITE: IL-183-1062332
PROPOSED LINE SALE VERMILION COUNTY, IL

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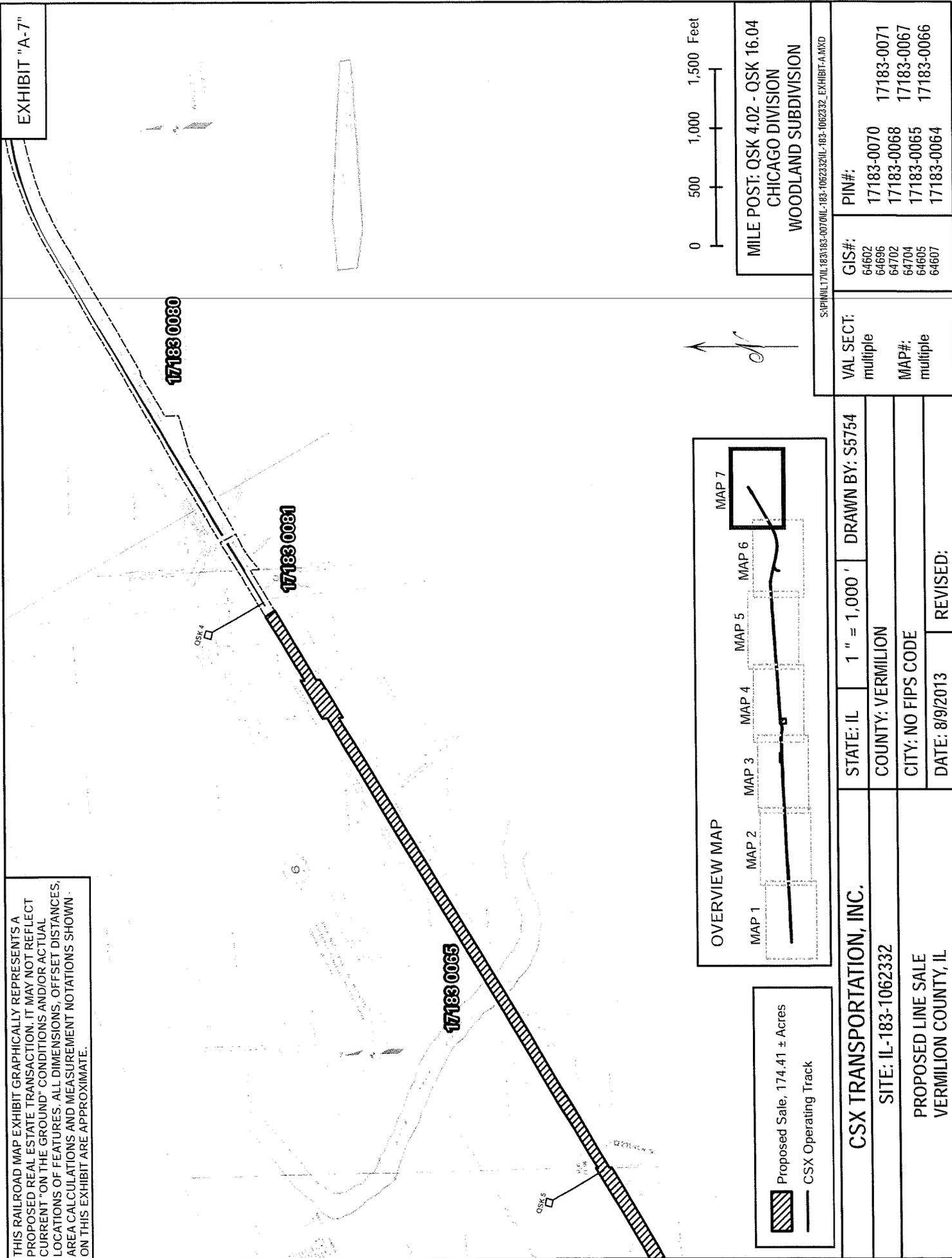
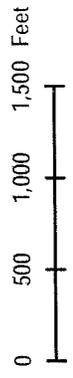
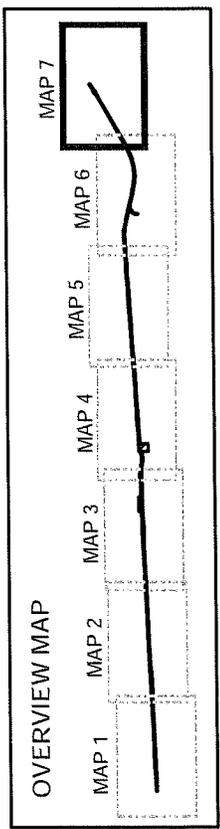


EXHIBIT "A-7"

THIS RAILROAD MAP EXHIBIT GRAPHICALLY REPRESENTS A PROPOSED REAL ESTATE TRANSACTION. IT MAY NOT REFLECT CURRENT "ON THE GROUND" CONDITIONS AND/OR ACTUAL LOCATIONS OF FEATURES. ALL DIMENSIONS, OFFSET DISTANCES, AREA CALCULATIONS AND MEASUREMENT NOTATIONS SHOWN ON THIS EXHIBIT ARE APPROXIMATE.



MILE POST: QSK 4.02 - QSK 16.04  
CHICAGO DIVISION  
WOODLAND SUBDIVISION



Proposed Sale, 174.41 ± Acres  
CSX Operating Track

S:\PI\17183\183-1062332\17183-1062332\17183-1062332_EXHIBIT-A.MXD	
VAL SECT: multiple	PIN#: 17183-0070 17183-0068 17183-0065 17183-0064
MAP#: multiple	GIS#: 64602 64696 64702 64704 64605 64607

CSX TRANSPORTATION, INC. SITE: IL-183-1062332	STATE: IL	1" = 1,000'	DRAWN BY: S5754
	COUNTY: VERMILION		
PROPOSED LINE SALE VERMILION COUNTY, IL	CITY: NO FIPS CODE		
	DATE: 8/9/2013		REVISED:

# EXHIBIT B

URBANA TO DANVILLE - RAILS TO TRAILS  
CONTRACT REPORT

ACTION AT CLOSING	AGMT #	TYPE	NAME	COUNTY	STATE
EASEMENT - SUBJECT TO	CR 106683	WIUNX	ILLINOIS POWER AND LIGHT	VERMILION	IL
EASEMENT - SUBJECT TO	CR 115724	WIUNX	ILLINOIS POWER	VERMILION	IL
EASEMENT - SUBJECT TO	CR 159643	WITLL	ILLINOIS POWER	VERMILION	IL
EASEMENT - SUBJECT TO	CR 159643	WIUNX	ILLINOIS POWER	VERMILION	IL
EASEMENT - SUBJECT TO	CR 242449	WITEX	ILLINOIS BELL TELEPHONE	VERMILION	IL
FULLY ASSIGNED	CR 106774	PIWAX	OAKWOOD VILLAGE OF	VERMILION	IL
FULLY ASSIGNED	CR 107253	RE	SOMERS FRANK A	CHAMPAIGN	IL
FULLY ASSIGNED	CR 112530	WIPWX	CENTRAL ILLINOIS LIGHT CO	VERMILION	IL
FULLY ASSIGNED	CR 115140	WITEX	ILLINOIS BELL TELEPHONE	VERMILION	IL
FULLY ASSIGNED	CR 118306	WITRW	ILLINOIS BELL TELEPHONE	VERMILION	IL
FULLY ASSIGNED	CR 121898	PIGAX	MIDWESTERN GAS TRANSMISSION CO	VERMILION	IL
FULLY ASSIGNED	CR 123168	WITEX	ILLINOIS BELL TELEPHONE	VERMILION	IL
FULLY ASSIGNED	CR 126829	PIGAX	AMERICAN OIL	VERMILION	IL
FULLY ASSIGNED	CR 128795	XGSIG	ILLINOIS STATE OF	VERMILION	IL
FULLY ASSIGNED	CR 129123	WITEX	ILLINOIS BELL TELEPHONE	VERMILION	IL
FULLY ASSIGNED	CR 138813	PIGAX	ILLINOIS POWER	VERMILION	IL
FULLY ASSIGNED	CR 138814	PIGAX	ILLINOIS POWER	VERMILION	IL
FULLY ASSIGNED	CR 143545	WIUNX	ILLINOIS POWER	VERMILION	IL
FULLY ASSIGNED	CR 143545100	WIUNX	NYCRR COOP PANDE RY	VERMILION	IL
FULLY ASSIGNED	CR 143545200	WIUNX	ILLINOIS POWER	VERMILION	IL
FULLY ASSIGNED	CR 143545300	WIUNX	NYCRR OPERATING PANDE RY	VERMILION	IL
FULLY ASSIGNED	CR 143733	PIGAX	ILLINOIS POWER	VERMILION	IL
FULLY ASSIGNED	CR 148569	XGSIG	ILLINOIS STATE OF	VERMILION	IL
FULLY ASSIGNED	CR 148569100	XGSIG	OAKWOOD VILLAGE OF	VERMILION	IL
FULLY ASSIGNED	CR 148569200	XGSIG	PEORIA AND EASTERN	VERMILION	IL
FULLY ASSIGNED	CR 168514	PISWX	OAKWOOD VILLAGE OF ILL	VERMILION	IL
FULLY ASSIGNED	CR 171875	XGPUB	PEORIA AND EASTERN	VERMILION	IL
FULLY ASSIGNED	CR 171875100	XGPUB	VERMILION COUNTY	VERMILION	IL
FULLY ASSIGNED	CR 224393	WITEX	ILLINOIS BELL TELEPHONE	VERMILION	IL
FULLY ASSIGNED	CR 227478	RELND	BROWN KENNETH E	CHAMPAIGN	IL
FULLY ASSIGNED	CR 227478001	RELND	BROWN CHARLOTTE F	CHAMPAIGN	IL
FULLY ASSIGNED	CR 230082	RELND	LAUHOFF GRAIN CO	VERMILION	IL

URBANA TO DANVILLE - RAILS TO TRAILS  
CONTRACT REPORT

FULLY ASSIGNED	✓ CR 230428	RELND	CHAMPAIGN COUNTY SEED CO INC	CHAMPAIGN	IL
FULLY ASSIGNED	CR 238850	WITEX	ILLINOIS BELL TELEPHONE	VERMILION	IL
FULLY ASSIGNED	CR 242448	WITRW	ILLINOIS BELL TELEPHONE	VERMILION	IL
FULLY ASSIGNED	CR 248824	WIUNX	OAKWOOD CABLE TV	VERMILION	IL
FULLY ASSIGNED	✓ CR 282558	RELND	AMS INCORPORATED	CHAMPAIGN	IL
FULLY ASSIGNED	CR 293634	RELND	MUNCIE VILLAGE OF	VERMILION	IL
FULLY ASSIGNED	CR 298281	WIUNX	ILLINOIS POWER	VERMILION	IL
FULLY ASSIGNED	CR 298478	WIUNX	CENTRAL ILLINOIS LIGHT	VERMILION	IL
FULLY ASSIGNED	CR 301596	WITVX	INSIGHT COMMUNICATIONS MIDWEST LLC	VERMILION	IL
FULLY ASSIGNED	CR 301874	WITEX	ILLINOIS BELL	VERMILION	IL
FULLY ASSIGNED	CR 303678	RELND	ENGLEMAN DOROTHY A	VERMILION	IL
FULLY ASSIGNED	CR 306154	RELND	DAVIS DAVID B	VERMILION	IL
FULLY ASSIGNED	✓ CR 319143	RELND	GRAND PRAIRIE COOP INC	CHAMPAIGN	IL
FULLY ASSIGNED	CR 319545	RELND	SAINT JOSEPH METHODIST CHURCH	CHAMPAIGN	IL
FULLY ASSIGNED	CR 319633	WIUNX	TIME WARNER CABLE	VERMILION	IL
FULLY ASSIGNED	CR 319634	WIUNX	TIME WARNER CABLE	VERMILION	IL
FULLY ASSIGNED	CR 319637	WIUNX	TIME WARNER CABLE	VERMILION	IL
FULLY ASSIGNED	✓ CR 321379	RELND	MILLER ENTERPRISES	CHAMPAIGN	IL
FULLY ASSIGNED	CR 321379001	RELND	MILLER ENTERPRISES	VERMILION	IL
FULLY ASSIGNED	✓ CR 332624	RELND	ECON O WAY USED CARS	CHAMPAIGN	IL
FULLY ASSIGNED	✓ CSX 053708	RELND	CCDC FOUNDATION	VERMILION	IL
FULLY ASSIGNED	✓ CSX 648788	WIPRW	ILLINOIS POWER COMPANY D/B/A AMEREN IP	CHAMPAIGN	IL
FULLY ASSIGNED	✓ NYC 045228	PIGRW	AMERENCILCO	CHAMPAIGN	IL
PARTIAL ASSIGNMENT	CR 126834	PIGAX	AMERICAN OIL	VERMILION	IL
PARTIAL ASSIGNMENT	CR 131453	PIWAX	FITHIAN VILLAGE OF	VERMILION	IL
PARTIAL ASSIGNMENT	CR 142766	PIGAX	ILLINOIS POWER	VERMILION	IL
PARTIAL ASSIGNMENT	CR 248740	WIUNX	OAKWOOD CABLE TV	VERMILION	IL

**MEYER CAPEL, a Professional Corporation  
REAL ESTATE SETTLEMENT SHEET**

**SELLER**

CSX Transportation, Inc.

**BUYER**

Champaign County Forest  
Preserve District

**SELLER'S ATTORNEY**

Internal

**BUYER'S ATTORNEY**

Matt C. Deering

**PROPERTY ADDRESS**

145.7 acres more or less, Champaign County, Illinois

**PERMANENT INDEX NO.**

Multiple (see attached)

**DATE AND TIME OF CLOSING**

October 3, 2013

**PLACE OF CLOSING**

Via Mail/Overnight Delivery - Wire

**AMOUNT DUE SELLER:**

Purchase Price \$626,512.32

**GROSS AMOUNT DUE SELLER:**

**\$626,512.32**

**LESS CREDIT DUE BUYER:**

Earnest Money	N/A	
2012 Real Estate Tax Proration*	\$3,820.19	
Title Insurance Costs	N/A	
Revenue Stamps	N/A (exempt)	
<b>TOTAL CREDIT:</b>		<b><u>\$3,820.19</u></b>

**SALE PROCEEDS**

**\$622,692.13**

**\*\* CHECKS \*\***

Champaign County Recorder's Office (record deed) \$35.00

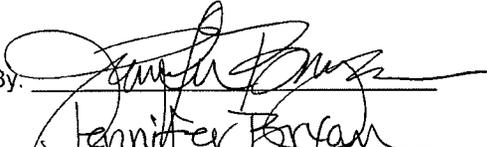
CSX Transportation, Inc. \$622,692.13

**TOTAL CHECKS:** **\$622,727.13**

\*2012 Real Estate Tax Proration Computation = \$5,070.44 x 275/365 = \$3,820.19

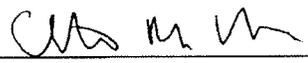
Seller:

CSX Transportation, Inc.

By:   
Name/Title

Buyer:

Champaign County Forest  
Preserve District

By:   
Christopher White - Bd President  
Name/Title

CSX owned parcels  
Smith Rd East to County Line

PIN's	2011 Taxes	Estimated 2012	Acres
30-21-15-200-001	36.30		1.23
30-21-15-200-002	59.74		1.23
30-21-15-200-003	N/A	800x.071135= 56.91	2.06
30-21-14-100-004	358.16		12.12
30-21-13-100-005	141.40		4.68
30-21-13-100-006	218.74		7.44
28-22-18-100-007	426.40		12.37
28-22-17-100-012	316.20		9.18
28-22-16-100-005	397.92		11.56
28-22-15-100-006	436.88		13.27
28-22-15-200-001	53.52		1.55
28-22-14-100-002	348.24		10.06
28-22-14-100-001	50.40		1.54
28-22-11-400-002	4.32		0.14
28-22-11-400-001	49.02		1.51
28-22-13-100-001	316.48		9.7
28-22-12-400-010	98.68		2.58
28-22-12-400-009	132.24		3.45
17-23-07-400-007	173.48		4.93
17-23-18-100-006	185.78		4.93
17-24-07-400-004	185.08		5.45
17-24-18-100-005	191.88		5.45
17-24-08-400-001	185.08		5.46
17-24-17-200-029	205.78		6.06
17-24-09-300-002	40.82		0.42
17-24-16-100-001	76.58		2.05
17-24-16-200-006	119.38		3.04
17-24-09-400-002	109.70		3.04
Total 28 parcels	4918.20	56.91	146.5

## QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 30<sup>th</sup> day of September, 2013, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT, P.O. Box 140, Mahomet, Illinois 61853, hereinafter being collectively hereinafter called "Grantee"; WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to that certain tract or parcel of land situate, lying and being in Champaign County, Illinois hereinafter designated "the Premises," containing 145.70 acres, more or less, as more particularly described in Exhibit A, attached hereto and made a part hereof; TOGETHER WITH all improvements and structures.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever; SUBJECT TO all existing roads, fiber optic facilities, public utilities; all matters of record; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which may become due and payable after the date of conveyance.

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed solely for use as a recreational trail. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than a recreational trail and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling

use of any kind), or (b) any public or private school, day care, or any organized long-term or short term child care of any kind. By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall not use the Premises, or any portion thereof, for railroad freight service, nor to support the offering or performance of railroad freight service, by any carrier other than Grantor, its successors and/or assigns.

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The Surface Transportation Board (“STB”) has imposed a Notice of Intended Trail Use, (“NITU”), condition on the Premises, as such, the following shall constitute the Interim Trail Use Agreement:

By Decision and Notice of Interim Trail Use or Abandonment served February 7, 1997, in STB Docket No. AB-167(Sub.-No,1161X), the STB imposed a 180-day period for Grantee to negotiate an interim trail use/rail banking agreement with Grantor for the Premises.

Grantee agrees that upon acceptance of this deed conveying the Premises to Grantee pursuant to the STB’s aforementioned order, Grantee or its designee or assignee shall assume full responsibility for management of the Premises; Grantee shall be responsible for any and all taxes that may be levied or assessed against the Premises after Closing; and Grantee shall assume full responsibility for and will indemnify Grantor against any potential legal liability arising out of transfer or use of the Premises pursuant to this Agreement.

Grantee acknowledges that the Premises remains subject to the jurisdiction of the STB for purposes of reactivating rail service. As an inducement to Grantee to enter into this Agreement, and in the event action is taken to reactivate rail service on the Premises, Grantor agrees to compensate Grantee, or assist Grantee as follows:

A). In the event the STB, or any other entity of the United States Government compels Grantor, its successors or assigns, to reactivate rail service on the Premises, or in the event Grantor, its successors or assigns, voluntarily takes steps to reactivate rail service on the Premises by seeking to vacate the Notice of Interim Trail Use (the “NITU”), and if the STB approves the vacation of the NITU and reactivation of rail service requiring conveyance of the Premises by Grantee to the Grantor, then, in such event, Grantor, its successors or assigns, shall pay to Grantee at the time of reactivation a sum equivalent to the Purchase Price plus Grantee’s cost of improvements made to date as adjusted by the same percentage of increase reflected in the “Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor” (“CPI”). The amount to be paid by Seller to the Interim Trail Manager shall be calculated in accordance with the following:

$(\text{Current Price Index}^*/\text{Base Price Index}^{**}) \times (\text{Purchase Price} + \text{Cost of Improvements made to date}) = \text{Amount paid to Interim Trail Manager}$

\* Effective average annual CPI for the most recent year ending prior to reactivation

**\*\* Effective average annual CPI for the year of Closing**

In the event the CPI is converted to a different standard reference base or otherwise revised or changed, the Calculation of the adjustment shall be made with the use of such conversion fraction, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as reasonably determined by Grantor and Grantee.

In the event that rail service is reactivated and reimbursement is required by Grantor as set out herein, Grantee shall reconvey the Premises together with all improvements located thereon to Grantor.

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B.) In the event a party other than Grantor, its successors or assigns, seeks to reactivate rail service by petitioning the STB to vacate the NITU, and the STB in consideration of its decision to reactivate requires a letter of concurrence to be provided by Grantor, its successors or assigns, supporting the vacation of the NITU and reactivation of rail service by such third party, then Grantor, its successors or assigns, covenants and agrees that it shall withhold such letter of concurrence until it has received a letter from the Grantee stating Grantee's support for reactivation of rail service and vacation of the NITU, and that Grantee has reached a satisfactory agreement with such third party petitioning for reactivation of rail service for compensation to be paid to Grantor and conveyance of the Premises.

This Agreement shall be deemed to be the interim trail use agreement between Grantee and Grantor for purposes of 16 U.S.C. 1247(d) and all STB orders relating to same pertaining to the Premises.

Grantee acknowledges and agrees that pursuant to the continuing jurisdiction of the STB and the imposed NITU condition, rail service may in the future be reactivated upon the Premises. Grantee further acknowledges and agrees that subject to said STB jurisdiction and NITU condition, which jurisdiction and condition shall supersede the following, the Premises must be maintained for public outdoor recreation use purposes only, as prescribed by the State of Illinois, Department of Natural Resources ("IDNR") under terms of the Recreational Trails Program ("RTP") grant program administered by the IDNR and shall not be sold or exchanged or have other encumbrances placed on the title, in whole or in part, which divests control or interest in the property to another party without prior approval from the IDNR or its successor. In the event rail service is reactivated on the Premises pursuant to the STB jurisdiction and NITU condition, the foregoing restrictions and covenants regarding maintenance for public outdoor recreation use purposes and prohibition against sale, exchange or encumbrances divesting control or interest without prior approval shall be automatically null and void.

Grantee shall, at its cost and expense, erect and maintain signage at any reasonable trailheads established along the proposed recreational trail utilizing mutually agreeable wording acknowledging Grantor and the prior railroad history of the Premises.

Grantor and Grantee agree and acknowledge the covenants contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives, lessees, and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue

to have a substantial interest in enforcement or use of the said covenants and easements whether or not Grantor retains title to property adjacent to the Premises.

Said covenants shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered  
in the presence of:

CSX TRANSPORTATION, INC.:

  
\_\_\_\_\_

By: \_\_\_\_\_

Name: Stephen A. Crosby

Title: President - CSX Real Property, Inc., signing  
on behalf of CSX Transportation, Inc.

  
\_\_\_\_\_

Attest \_\_\_\_\_

 (SEAL)

Print Name: **STEVEN ARMBRUST**  
**ASST. CORPORATE SECRETARY**

This instrument prepared by  
or under the direction of:

Kim R. Bongiovanni  
Senior Counsel  
Law Department  
500 Water Street  
Jacksonville, Florida 32202

STATE OF FLORIDA        )  
                                          ) SS.  
COUNTY OF DUVAL        )

I, Jennifer Bryan, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Stephen A. Crosby (X) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is President- CSX Real Property, Inc., signing on behalf of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 30<sup>th</sup> day of September, 2013.

My commission expires on:

Jennifer Bryan (SEAL)  
Notary Public  
Print Name: Jennifer Bryan

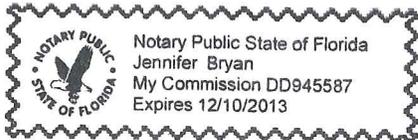


EXHIBIT "A"

All that Certain property the Grantor, being the line of railroad situate in the County of Champaign and State of Illinois known as the Peoria and Eastern (A/K/A Pekin Running Track), and identified as Line Code 8561 in the Recorder's Office of Champaign County, Illinois in Deed Book 1170, Page 707, being further described as follows:

---

Beginning in the Township of Ogden at the County Line, the County of Vermilion on the East and the County of Champaign on the West, at Railroad Mile Post 16.04 (f/k/a Railroad Mile Post 242.04; Railroad Valuation Station 12777+65); thence extending in a general westerly direction passing through the Township of Ogden, Township of St. Joseph, Glover, continuing through the Township of St. Joseph, Township of Urbana (also being in (a) the South Half of Section 9, the North Half of Section 16, the South Half of Section 8, the North Half of Section 17, the South Half of Section 7, and the North Half of Section 18, Township 19 North, Range 14 West; (b) the South Half of Section 7, Township 19 North, Range 11 East; (c) the South Half of Section 12, the North Half of Section 13, Southeast Quarter of Section 11, North Half of Section 14, North Half of Section 15, Southwest Quarter of Section 10, the North Half of Section 16, the South Half of Section 9, the North Half of Section 17, the South Half of Section 8, the North Half of Section 18, and the South Half of Section 7, Township 19 North, Range 10 East; and (d) the North Half of Section 13, the South Half of Section 12, the North Half of Section 14, the South Half of Section 11, the Northeast Quarter of Section 15 and the South Half of Section 10, Township 19 North, Range 9 East) to Railroad Mile Post 28.50 (f/k/a Railroad Mile Post 254.50; Railroad Valuation Station 13435+50), being the end of Grantor's ownership and the place of ending, in the Township of Urbana; All as shown on Grantor's Peoria and Eastern Railway Company (Cleveland, Cincinnati, Chicago and St. Louis Railway Company) Valuation Map 19, Sheets 12 through 18 inclusive, incorporated herein by reference;

Containing 145.70 acres, more or less, of land.

Being a portion of the same premises which the Peoria and Eastern Railway Company by Conveyance Document No. P&E-CRC-RPI-1, issued pursuant to the Regional Rail Reorganization Act of 1973 as amended (P.L. 93-236, H.R. 9142), the Final System Plan of the United States Railway Association and Special Court (Washington D.C.) Misc. Order No. 75-3, dated March 25, 1976 and March 31, 1976, in the Matter of Regional Rail Reorganization Proceedings, granted and conveyed certain property, easements, interest and rights unto Consolidated Rail Corporation and which Conveyance Document was recorded on September 13, 1978 in the Records Office of Champaign County, Illinois, in Deed Book 1170 at page 703 & ff.



# PTAX-203 Illinois Real Estate Transfer Declaration

Please read the instructions before completing this form.  
This form can be completed electronically at [tax.illinois.gov/retd](http://tax.illinois.gov/retd).

## Step 1: Identify the property and sale information.

Do not write in this area.  
County Recorder's Office use.

County: \_\_\_\_\_  
Date: \_\_\_\_\_  
Doc. No.: \_\_\_\_\_  
Vol.: \_\_\_\_\_  
Page: \_\_\_\_\_  
Received by: \_\_\_\_\_

**1** RURAL ROUTE  
Street address of property (or 911 address, if available)  
MULTIPLE 61801  
City or village ZIP  
URBANA  
Township

**2** Write the total number of parcels to be transferred. 28

**3** Write the parcel identifying numbers and lot sizes or acreage.

Property index number (PIN)	Lot size or acreage
<b>a</b> <u>30-21-15-200-001</u>	<u>1.23 ACRES</u>
<b>b</b> <u>30-21-15-200-002</u>	<u>1.23 ACRES</u>
<b>c</b> <u>30-21-15-200-003</u>	<u>2.06 ACRES</u>
<b>d</b> <u>30-21-14-100-004</u>	<u>12.12 ACRES</u>

Write additional property index numbers, lot sizes or acreage in Step 3.

**4** Date of instrument: 0 / 6 / 2 0 / 1 / 3  
Month Year

**5** Type of instrument (Mark with an "X."): \_\_\_\_\_ Warranty deed  
 Quit claim deed \_\_\_\_\_ Executor deed \_\_\_\_\_ Trustee deed  
\_\_\_\_\_ Beneficial interest \_\_\_\_\_ Other (specify): \_\_\_\_\_

**6** \_\_\_\_\_ Yes  No Will the property be the buyer's principal residence?

**7** \_\_\_\_\_ Yes  No Was the property advertised for sale?  
(i.e., media, sign, newspaper, realtor)

**8** Identify the property's current and intended primary use.  
Current Intended (Mark **only one item per column** with an "X.")

- a** \_\_\_\_\_ Land/lot only
- b** \_\_\_\_\_ Residence (single-family, condominium, townhome, or duplex)
- c** \_\_\_\_\_ Mobile home residence
- d** \_\_\_\_\_ Apartment building (6 units or less) No. of units: \_\_\_\_\_
- e** \_\_\_\_\_ Apartment building (over 6 units) No. of units: \_\_\_\_\_
- f** \_\_\_\_\_ Office
- g** \_\_\_\_\_ Retail establishment
- h** \_\_\_\_\_ Commercial building (specify): \_\_\_\_\_
- i** \_\_\_\_\_ Industrial building
- j** \_\_\_\_\_ Farm
- k**  \_\_\_\_\_ Other (specify): RAILROAD ROW, RECREATIO

**9** Identify any significant physical changes in the property since January 1 of the previous year and write the date of the change.

Date of significant change: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Year  
(Mark with an "X.")  
\_\_\_\_\_ Demolition/damage \_\_\_\_\_ Additions \_\_\_\_\_ Major remodeling  
\_\_\_\_\_ New construction \_\_\_\_\_ Other (specify): \_\_\_\_\_

**10** Identify only the items that apply to this sale. (Mark with an "X.")

- a** \_\_\_\_\_ Fulfillment of installment contract —  
year contract initiated : \_\_\_\_\_
- b** \_\_\_\_\_ Sale between related individuals or corporate affiliates
- c** \_\_\_\_\_ Transfer of less than 100 percent interest
- d** \_\_\_\_\_ Court-ordered sale
- e** \_\_\_\_\_ Sale in lieu of foreclosure
- f** \_\_\_\_\_ Condemnation
- g** \_\_\_\_\_ Short sale
- h** \_\_\_\_\_ Bank REO (real estate owned)
- i** \_\_\_\_\_ Auction sale
- j** \_\_\_\_\_ Seller/buyer is a relocation company
- k**  \_\_\_\_\_ Seller/buyer is a financial institution or government agency
- l** \_\_\_\_\_ Buyer is a real estate investment trust
- m** \_\_\_\_\_ Buyer is a pension fund
- n** \_\_\_\_\_ Buyer is an adjacent property owner
- o** \_\_\_\_\_ Buyer is exercising an option to purchase
- p** \_\_\_\_\_ Trade of property (simultaneous)
- q** \_\_\_\_\_ Sale-leaseback
- r** \_\_\_\_\_ Other (specify): \_\_\_\_\_
- s** \_\_\_\_\_ Homestead exemptions on most recent tax bill:
  - 1** General/Alternative \$ \_\_\_\_\_ 0.00
  - 2** Senior Citizens \$ \_\_\_\_\_ 0.00
  - 3** Senior Citizens Assessment Freeze \$ \_\_\_\_\_ 0.00

## Step 2: Calculate the amount of transfer tax due.

**Note:** Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

<b>11</b> Full actual consideration	<b>11</b> \$	<u>626,513.00</u>
<b>12a</b> Amount of personal property included in the purchase	<b>12a</b> \$	<u>0.00</u>
<b>12b</b> Was the value of a mobile home included on Line 12a?	<b>12b</b>	<u>Yes</u> <input checked="" type="checkbox"/> <u>No</u>
<b>13</b> Subtract Line 12a from Line 11. This is the net consideration for real property.	<b>13</b> \$	<u>626,513.00</u>
<b>14</b> Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	<b>14</b> \$	<u>0.00</u>
<b>15</b> Outstanding mortgage amount to which the transferred real property remains subject	<b>15</b> \$	<u>0.00</u>
<b>16</b> If this transfer is exempt, use an "X" to identify the provision.	<b>16</b>	<input checked="" type="checkbox"/> <u>b</u> _____ <u>k</u> _____ <u>m</u>
<b>17</b> Subtract Lines 14 and 15 from Line 13. <b>This is the net consideration subject to transfer tax.</b>	<b>17</b> \$	<u>0.00</u>
<b>18</b> Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62).	<b>18</b>	<u>0.00</u>
<b>19</b> Illinois tax stamps — multiply Line 18 by 0.50.	<b>19</b> \$	<u>0.00</u>
<b>20</b> County tax stamps — multiply Line 18 by 0.25.	<b>20</b> \$	<u>0.00</u>
<b>21</b> Add Lines 19 and 20. <b>This is the total amount of transfer tax due.</b>	<b>21</b> \$	<u>0.00</u>

**Step 3: Write the legal description from the deed.** Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 8 1/2" x 11" copy of the extended legal description with this form. You may also use the space below to write additional property index numbers, lots sizes or acreage from Step 1, Line 3.

See Legal Description Attachment

**Step 4: Complete the requested information.**

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

**Seller Information (Please print.)**

CSX TRANSPORTATION, INC.  
 Seller's or trustee's name  
 6737 SOUTHPPOINT DRIVE SOUTH 500 Water Street  
 Street address (after sale)  
 Seller's or agent's signature  
 Seller's trust number (if applicable - not an SSN or FEIN)  
 JACKSONVILLE FL 3221602  
 City State ZIP  
 (904) 279-3822 Ext.  
 Seller's daytime phone

**Buyer Information (Please print.)**

CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT  
 Buyer's or trustee's name  
 POST OFFICE BOX 1040  
 Street address (after sale)  
 Buyer's or agent's signature  
 Buyer's trust number (if applicable - not an SSN or FEIN)  
 MAHOMET IL 61853  
 City State ZIP  
 (217) 586-3360 Ext.  
 Buyer's daytime phone

**Mail tax bill to:**

CHAMPAIGN CO FOREST PD POST OFFICE BOX 1040  
 Name or company Street address  
 MAHOMET IL 61853  
 City State ZIP

**Preparer Information (Please print.)**

MATT C. DEERING  
 Preparer's and company's name  
 306 WEST CHURCH STREET  
 Street address  
 Preparer's signature  
 mdeering@meyercafel.com  
 Preparer's e-mail address (if available)  
 Preparer's file number (if applicable)  
 CHAMPAIGN IL 61820  
 City State ZIP  
 (217) 352-1800 Ext.  
 Preparer's daytime phone

Identify any required documents submitted with this form. (Mark with an "X.")  Extended legal description  Form PTAX-203-A  
 Itemized list of personal property  Form PTAX-203-B

<b>To be completed by the Chief County Assessment Officer</b>	
1	County Township Class Cook-Minor Code 1 Code 2
2	Board of Review's final assessed value for the assessment year prior to the year of sale. Land _____, _____, _____, _____ Buildings _____, _____, _____, _____ Total _____, _____, _____, _____
3	Year prior to sale _____
4	Does the sale involve a mobile home assessed as real estate? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Comments

Illinois Department of Revenue Use	Tab number
------------------------------------	------------

5.	30-21-13-100-005	4.68 ACRES
6.	30-21-13-100-006	7.44 ACRES
7.	28-22-18-100-007	12.37 ACRES
8.	28-22-17-100-012	9.18 ACRES
9.	28-22-16-100-005	11.56 ACRES
10.	28-22-15-100-006	13.27 ACRES
11.	28-22-15-200-001	1.55 ACRES
12.	28-22-14-100-002	10.06 ACRES
13.	28-22-14-100-001	1.54 ACRES
14.	28-22-11-400-002	.14 ACRES
15.	28-22-11-400-001	1.51 ACRES
16.	28-22-13-100-001	9.7 ACRES
17.	28-22-12-400-010	2.58 ACRES
18.	28-22-12-400-009	3.45 ACRES
19.	17-23-07-400-007	4.93 ACRES
20.	17-23-18-100-006	4.93 ACRES
21.	17-24-07-400-004	5.45 ACRES
22.	17-24-18-100-005	5.45 ACRES
23.	17-24-08-400-001	5.46 ACRES
24.	17-24-17-200-029	6.06 ACRES
25.	17-24-09-300-002	.42 ACRES
26.	17-24-16-100-001	2.05 ACRES
27.	17-24-16-200-006	3.04 ACRES
28.	17-24-09-400-002	3.04 ACRES

All that Certain property the Grantor, being the line of railroad situate in the County of Champaign and State of Illinois known as the Peoria and Eastern (A/K/A Pekin Running Track), and identified as Line Code 8561 in the Recorder's Office of Champaign County, Illinois in Deed Book 1170, Page 707, being further described as follows:

Beginning in the Township of Ogden at the County Line, the County of Vermilion on the East and the County of Champaign on the West, at Railroad Mile Post 16.04 (f/k/a Railroad Mile Post 242.04; Railroad Valuation Station 12777+65); thence extending in a general westerly direction passing through the Township of Ogden, Township of St. Joseph, Glover, continuing through the Township of St. Joseph, Township of Urbana (also being in (a) the South Half of Section 9, the North Half of Section 16, the South Half of Section 8, the North Half of Section 17, the South Half of Section 7, and the North Half of Section 18, Township 19 North, Range 14 West; (b) the South Half of Section 7, Township 19 North, Range 11 East; (c) the South Half of Section 12, the North Half of Section 13, Southeast Quarter of Section 11, North Half of Section 14, North Half of Section 15, Southwest Quarter of Section 10, the North Half of Section 16, the South Half of Section 9, the North Half of Section 17, the South Half of Section 8, the North Half of Section 18, and the South Half of Section 7, Township 19 North, Range 10 East; and (d) the North Half of Section 13, the South Half of Section 12, the North Half of Section 14, the South Half of Section 11, the Northeast Quarter of Section 15 and the South Half of Section 10, Township 19 North, Range 9 East) to Railroad Mile Post 28.50 (f/k/a Railroad Mile Post 254.50; Railroad Valuation Station 13435+50), being the end of Grantor's ownership and the place of ending, in the Township of Urbana; All as shown on Grantor's Peoria and Eastern Railway Company (Cleveland, Cincinnati, Chicago and St. Louis Railway Company) Valuation Map 19, Sheets 12 through 18 inclusive, incorporated herein by reference;

Containing 145.70 acres, more or less, of land.

Being a portion of the same premises which the Peoria and Eastern Railway Company by Conveyance Document No. P&E-CRC-RPI-1, issued pursuant to the Regional Rail Reorganization Act of 1973 as amended (P.L. 93-236, H.R. 9142), the Final System Plan of the United States Railway Association and Special Court (Washington D.C.) Misc. Order No. 75-3, dated March 25, 1976 and March 31, 1976, in the Matter of Regional Rail Reorganization Proceedings, granted and conveyed certain property, easements, interest and rights unto Consolidated Rail Corporation and which Conveyance Document was recorded on September 13, 1978 in the Recorder's Office of Champaign County, Illinois, in Deed Book 1170 at page 703 & ff.

**ASSIGNMENT**

THIS AGREEMENT OF ASSIGNMENT, made and entered into this 1st day of October, 2013 by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter referred to as "Assignor," and, ~~CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT~~, whose mailing address is P.O. Box 140, Mahomet, Illinois 61853, hereinafter referred to as "Assignee"; WITNESSETH:

WHEREAS, by deed dated September 30, 2013 Assignor conveyed to Assignee certain property owned by Assignor at or near County of Champaign, State of Illinois, as more particularly described in said deed to which reference is hereby made; and

WHEREAS, prior to said conveyance, Assignor, or its predecessor, entered into the following agreements, as amended, covering lease or use of portions of said property, to-wit;

<u>Assignor's Contract No.</u>	<u>Lessee's, Licensee's or Grantee's Name</u>	<u>Date of Agreement</u>
CR 105536	Chicago and Eastern Illinois RY	08/20/1926
CR 105537	Mt. Olive Cemetary	10/15/1917
CR 106101	Illinois Bell Telephone	12/01/1926
CR 106148	Ameren Illinois Company	05/15/1928
CR 107158	Ameren Illinois Company	02/01/1950
CR 107253	Frank A Somers	10/22/1951
CR 107308 200	Ameren Illinois Company	03/01/1953
CR 107310	Village of Ogden	04/01/1953
CR 107405	Illinois Bell Telephone	04/01/1954
CR 107405 100	Peoria and Eastern	04/01/1954
CR 108006	Ameren Illinois Company	05/01/1955
CR 110296	Merryman Shirley Huber	05/01/1921
CR 118519	Illinois Bell Telephone	06/26/1958
CR 122322	Trunkline Gas Co.	11/01/1959
CR 125401	State of Illinois	01/17/1961
CR 125401 100	Illinois Terminal Railroad	01/17/1961
CR 125401 200	Township of Ogden	01/17/1961
CR 125401 300	Village of Ogden	01/17/1961

<u>Assignor's Contract No.</u>	<u>Lessee's, Licensee's or Grantee's Name</u>	<u>Date of Agreement</u>
CR 125546	Central Illinois Electric & Gas	01/16/1961
CR 125607	Hunter Lumber and Coal	08/15/1960
CR 128129	Champaign County Telephone	11/13/1961
CR 128681	County of Champaign	01/11/1962
CR 128681 100	State of Illinois	01/11/1962
CR 128681 200	Village of Ogden	01/11/1962
CR 129820	Ameren Illinois Company	05/14/1962
CR 136200	Illinois Bell Telephone	04/25/1964
CR 137671	State of Illinois	07/30/1964
CR 140609	Illinois Bell Telephone	09/13/1965
CR 140783	Illinois Bell Telephone	09/24/1965
CR 143730	Ameren Illinois Company	08/31/1965
CR 169353	Urbana Champaign Sanitary	05/24/1972
CR 178567	Illinois Bell Telephone	08/09/1973
CR 179323	Contel of the South	08/31/1973
CR 179324	Contel of the South	08/31/1973
CR 179722	Illinois Bell Telephone	09/27/1973
CR 189801	Ameren Illinois Telephone	09/23/1974
CR 191938	Village of Ogden	09/24/1974
CR 242045	Insight Communications Midwest LLC	03/26/1981
CR 243045	Insight Communications Midwest LLC	03/26/1981
CR 275025	Village of Ogden	10/11/1984
CR 282558	AMS Incorporated	03/13/1986
CR 284461	State of Illinois	02/25/1986
CR 284462	State of Illinois	01/15/1986
CR 284556	State of Illinois	03/27/1986
CR 290971	Illinois Bell Telephone	03/18/1988
CR 290972	Illinois Bell Telephone	03/18/1988
CR 296909	Trunkline Gas Co.	07/28/1989
CR 300890	State of Illinois	11/09/1991
CR 302316	Illinois Bell Telephone	10/11/1991
CR 305309	Ameren Illinois Company	03/10/1993
CR 307604	Ameren Illinois Company	04/29/1994
CR 321379	Miller Enterprises	02/13/1998
CSX 648788	Ameren Illinois Company	07/12/2010
NYC 041720	Village of Ogden	06/19/2001
NYC 045228	Ameren Illinois Company	04/10/2003

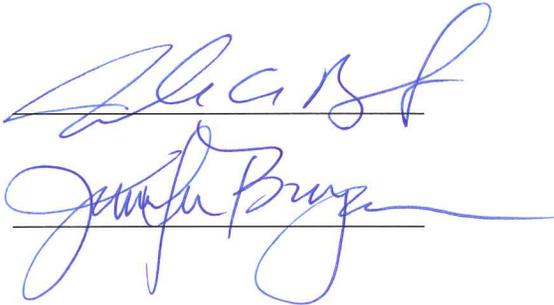
WHEREAS, Assignee desires, and Assignor is willing, since the property described in each agreement lies within the limits of the property conveyed from Assignor to Assignee by said deed, that Assignor also assign its interest in each agreement to Assignee;

NOW, THEREFORE, in consideration of the sum of One Dollar by each of the parties hereto paid to the other, the receipt of which is hereby acknowledged, and in further consideration of the premises and of the covenants and agreements herein contained, to be kept and performed by the parties hereto, it is mutually agreed as follows, to-wit:

1. Effective October 1, 2013, Assignor's interest in the aforementioned agreements shall be and is hereby assigned without recourse by Assignor to Assignee, it being expressly understood and agreed that Assignee shall be entitled to receive the rental, if any, to be paid to Assignor as set forth in each agreement subsequent to the effective date of this Assignment Agreement, with proper pro-ration of rental for the current year; however, rentals of less than \$500.00 per annum shall not be prorated.
2. Assignee hereby agrees, as of the effective date of this Assignment Agreement, to assume all of the responsibilities of Assignor pertaining to said aforementioned agreements.
3. Assignee hereby agrees to extend notice of this Assignment Agreement to the Lessee, Licensee or Grantee named in each agreement within thirty (30) days of the effective date of this Assignment Agreement.
4. Should Assignor discover or otherwise learn of any agreement(s) which were inadvertently omitted from this Assignment Agreement, Assignor will assign and forward such agreement(s) to Assignee.
5. The parties hereto further agree that this Assignment Agreement is not to be recorded.

IN WITNESS WHEREOF, Assignor hereto has executed this Assignment Agreement in duplicate the day and year first above written.

Witnesses:



CSX TRANSPORTATION, INC.:

By: 

Greg Breedlove  
Manager - Real Property, Inc.  
Authorized to sign on behalf of  
CSX Transportation, Inc.  
By virtue of that certain  
Property Management Agreement  
and Limited Power of Attorney  
dated as of March 1, 1990

**PARTIAL ASSIGNMENT**

1st THIS AGREEMENT OF PARTIAL ASSIGNMENT, made and entered into this day of October, 2013 by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter referred to as "Assignor," and, CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT, whose mailing address is P.O. Box 140, Mahomet, Illinois 61853 hereinafter referred to as "Assignee"; WITNESSETH:

WHEREAS, by deed dated September 30, 2013 assignor conveyed to Assignee certain property owned by Assignor at or near County of Champaign, State of Illinois, as more particularly described in said deed to which reference is hereby made, hereinafter referred to as "the Premises"; and

WHEREAS, prior to said conveyance, Assignor, or its predecessor, entered into the following agreements, as amended, covering lease or use of portions of said Premises, to-wit;

<u>Assignor's Contract No.</u>	<u>Lessee's, Licensee's or Grantee's Name</u>	<u>Date of Agreement</u>
CR 141216	St. Joseph Valley	10/26/1965
CR 243859	Insight Communications Midwest LLC	05/26/1981
CR 302832	Ameren Illinois Co.	12/05/1991

WHEREAS, the scanned copy of each agreement is either attached hereto or has been previously delivered to Assignee, and

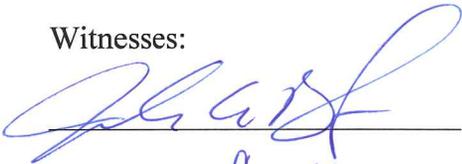
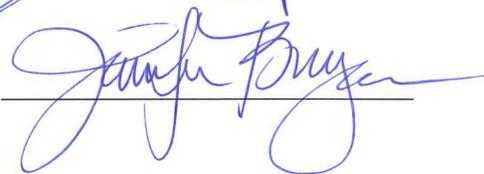
WHEREAS, Assignee desires, and Assignor is willing, since a portion of the property described in each agreement lies within the limits of the Premises conveyed from Assignor to Assignee by said deed, that Assignor also assign its certain interests in each agreement to Assignee;

NOW, THEREFORE, in consideration of the sum of One Dollar by each of the parties hereto paid to the other, the receipt of which is hereby acknowledged, and in further consideration of the premises and of the covenants and agreements herein contained, to be kept and performed by the parties hereto, it is mutually agreed as follows, to-wit:

1. Effective October 1, 2013, that portion of Assignor's interest in the aforementioned agreements lying within the Premises shall be and is hereby assigned without recourse by Assignor to Assignee; and Assignee hereby agrees, as of the effective date, to assume all responsibilities of Assignor contained in the agreements applicable to the Premises.
2. The portions of the agreements lying outside of the Premises shall continue to be administered by the Assignor.
3. Assignee hereby agrees to extend notice of this Partial Assignment Agreement to the Lessee, Licensee or Grantee named in each agreement within thirty (30) days of the effective date of this Partial Assignment Agreement.
4. The parties hereto further agree that this Partial Assignment Agreement is not to be recorded.

IN WITNESS WHEREOF, Assignor hereto has executed this Partial Assignment Agreement in duplicate the day and year first above written.

Witnesses:

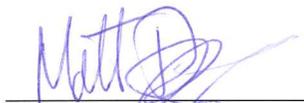
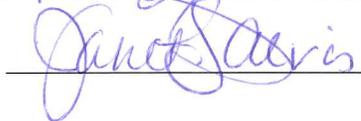
  
\_\_\_\_\_  
  
\_\_\_\_\_

CSX TRANSPORTATION, INC.:

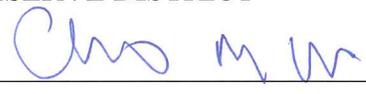
By: 

Greg Breedlove  
Manager - CSX Real Property, Inc.  
Authorized to sign on behalf of  
CSX Transportation, Inc.  
By virtue of that certain  
Property Management Agreement  
and Limited Power of Attorney  
dated as of March 1, 1990

Witnesses:

  
\_\_\_\_\_  
  
\_\_\_\_\_

CHAMPAIGN COUNTY FOREST  
PRESERVE DISTRICT

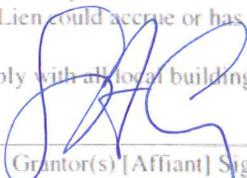
By: 

STATE OF ~~ILLINOIS~~ Florida )  
COUNTY OF Duval )

TITLE AFFIDAVIT

Stephen A. Crosby being first duly sworn upon oath states as follows, to the best of my knowledge;  
[Grantor(s) or Affiant]

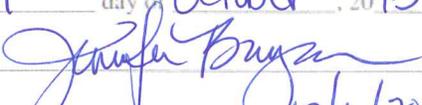
1. That the Grantor(s) [Affiant] has/have personal knowledge of the facts averred herein.
2. There are no parties other than the Grantor(s) (and immediate family) in possession of any portion of the premises described as follows:  
Champaign County Forest
3. This affidavit is made for the purpose of inducing the Preserve District [local agency] to accept a deed of conveyance for the premises herein described from the record owner(s) thereof.
4. The Grantor(s) [affiant] has/have no knowledge of any unrecorded easements over, under, upon or across the herein described premises.
5. There are no encroachments, overlaps or boundary line disputes involving the aforesaid premises to the knowledge of the undersigned.
6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises herein described.
7. There are no taxes or special assessments that are not shown as existing liens by the public records involving the herein described premises.
8. That no material new or additional improvements have been made to or constructed upon the herein described premises within the past three years except as follows (if none so state):
9. The said premises are vacant and unimproved. (Or, in the alternative, if the premises are improved, the foregoing Item 9 should be omitted and Items #10 and #11 hereafter should be added as additional averments.)
10. There have been no improvements made, or contracted for, on the premises within four (4) months immediately preceding the date of the affidavit, out of which a claim for Mechanic's Lien could accrue or has accrued.
11. All improvements now on the premises described herein comply with all local building and zoning ordinances.

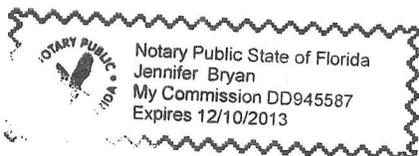
  
\_\_\_\_\_  
Grantor(s) [Affiant] Signature

**Stephen A. Crosby**  
**President- CSX Real Property, Inc.**  
**signing on behalf of CSX Transportation, Inc.**

Subscribed and sworn to before me, a Notary Public,

this 1st day of October, 2013

  
\_\_\_\_\_  
My commission expires: 12/10/2013



Waiver of Rights to Just Compensation

RE: Project # RTP 12-87

Parcel # multiple

I, Stephen A. Crosby, President CSK Real Property, Inc., signing on behalf of CSK Transportation, Inc. (Seller / Grantor) have been informed of all my rights and benefits

under the federal "Uniform Relocation Assistance and Real Properties Acquisition Policy Act of 1970", as amended, and/or the Illinois Displaced Persons Relocation Act and have been provided with a "Statement of Just Compensation" and a written "Offer to Purchase" on the subject property for the appraised value of \$ 1,750,000 (amount). Of my own choice, I have elected to accept an amount less than the specified appraised fair market value for the following reason(s):

Charitable Donation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



(Signature of Seller/Grantor)

10/1/2013

(Date)

## NOTICE OF ASSIGNMENT

**TO:** CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT

**FROM:** CSX TRANSPORTATION, INC.

Please be advised that on or about September 26, 2013 CSX TRANSPORTATION, INC. assigned to WELLS FARGO BANK, N. A., as Intermediary, all CSX TRANSPORTATION INC.'s rights and interest in and under the PURCHASE AGREEMENT ("the Agreement") made on or about August 30, 2013, between Champaign County Forest Preserve District, as Seller and CSX TRANSPORTATION, INC., as Buyer. This assignment was made for the sole purpose of effectuating a transfer of rights with respect to the subject property to meet the requirements of Treasury Regulation §1.1031(k)-1(g)(4)(v). Notwithstanding this assignment, all covenants, indemnities, representation, warranties and obligations between CSX TRANSPORTATION, INC., on the one hand, and Champaign County Forest Preserve District, on the other hand, under the Agreement shall continue to run directly between these two parties to the same extent as set forth in the Agreement.

Champaign County Forest Preserve District, hereby acknowledge(s) receiving this Notice of Assignment on the date set forth below.

**CSX TRANSPORTATION, INC.**

By:   
Stephen A. Crosby, President  
CSX Real Property, Inc.

Dated: 9/30/13

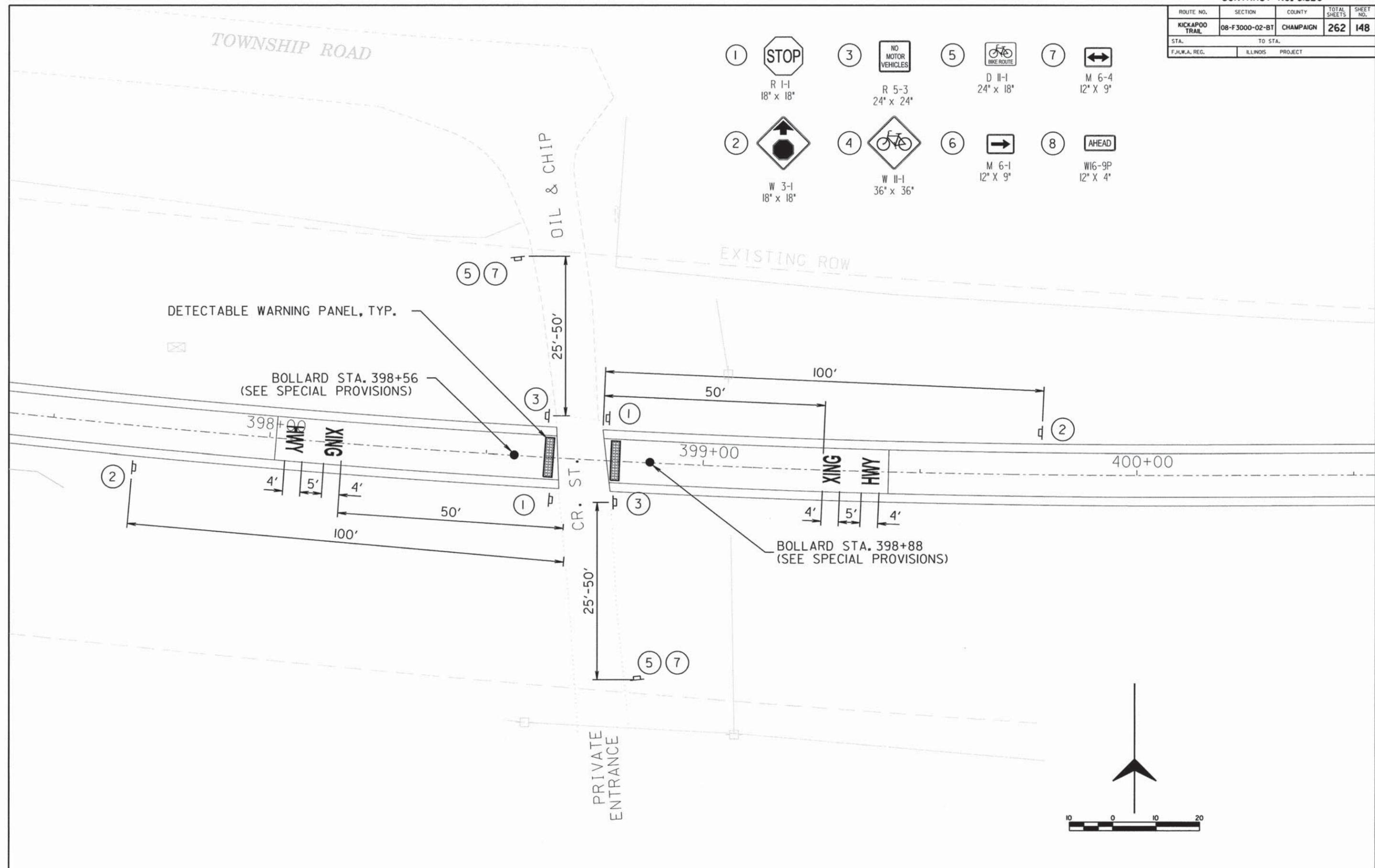
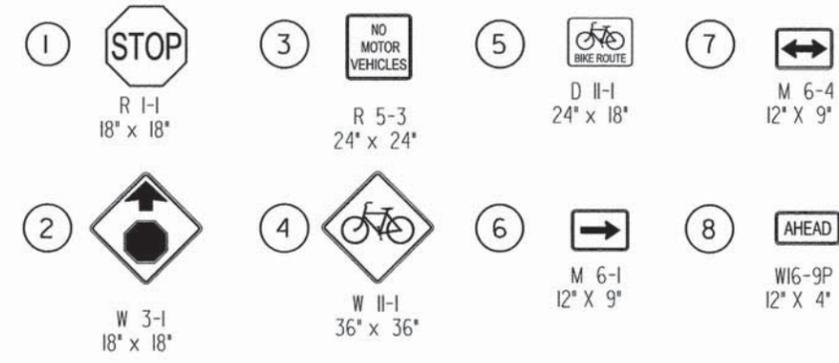
**CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT**

By: 

Dated: 10/2/13

CONTRACT NO. 91520

ROUTE NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
KICKAPOO TRAIL	08-F3000-02-BT	CHAMPAIGN	262	148
STA.		TO STA.		
F.H.W.A. REG.		ILLINOIS PROJECT		



CONTRACT NO. 91520

ROUTE NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
KICKAPOO TRAIL	08-F3000-02-BT	CHAMPAIGN	262	134
STA.	TO STA.			
F.H.W.A. REG.	ILLINOIS	PROJECT		

**CURVE 9**  
 P.I. STA. 398+52.53  
 $\Delta = 7^{\circ}31'43''$   
 $D = 297'31''$   
 $T = 164.49'$   
 $R = 2,500.00'$   
 $L = 328.50'$   
 $E = 5.41'$   
 P.C.C. STA. 396+88.04  
 P.T. STA. 400+16.55

**CURVE 10**  
 P.I. STA. 407+46.64  
 $\Delta = 6^{\circ}58'21''$   
 $D = 1^{\circ}54'35''$   
 $T = 182.76'$   
 $R = 3,000.00'$   
 $L = 365.07'$   
 $E = 5.56'$   
 P.C. STA. 405+63.88  
 P.C.C. STA. 409+28.95

**CURVE 11**  
 P.I. STA. 412+44.60  
 $\Delta = 6^{\circ}01'22''$   
 $D = 0^{\circ}57'18''$   
 $T = 315.65'$   
 $R = 6,000.00'$   
 $L = 630.71'$   
 $E = 8.30'$   
 P.C.C. STA. 409+28.95  
 P.T. STA. 415+59.66

**SEEDING & EROSION CONTROL LEGEND**

-  PERIMETER EROSION BARRIER
-  SEEDING, CLASS 2  
MULCH METHOD 2
-  SEEDING, CLASS 4A
-  SEEDING, CLASS 4B
-  SEEDING, CLASS 5 (SPECIAL)
-  INLET AND PIPE PROTECTION
-  TEMPORARY DITCH CHECK

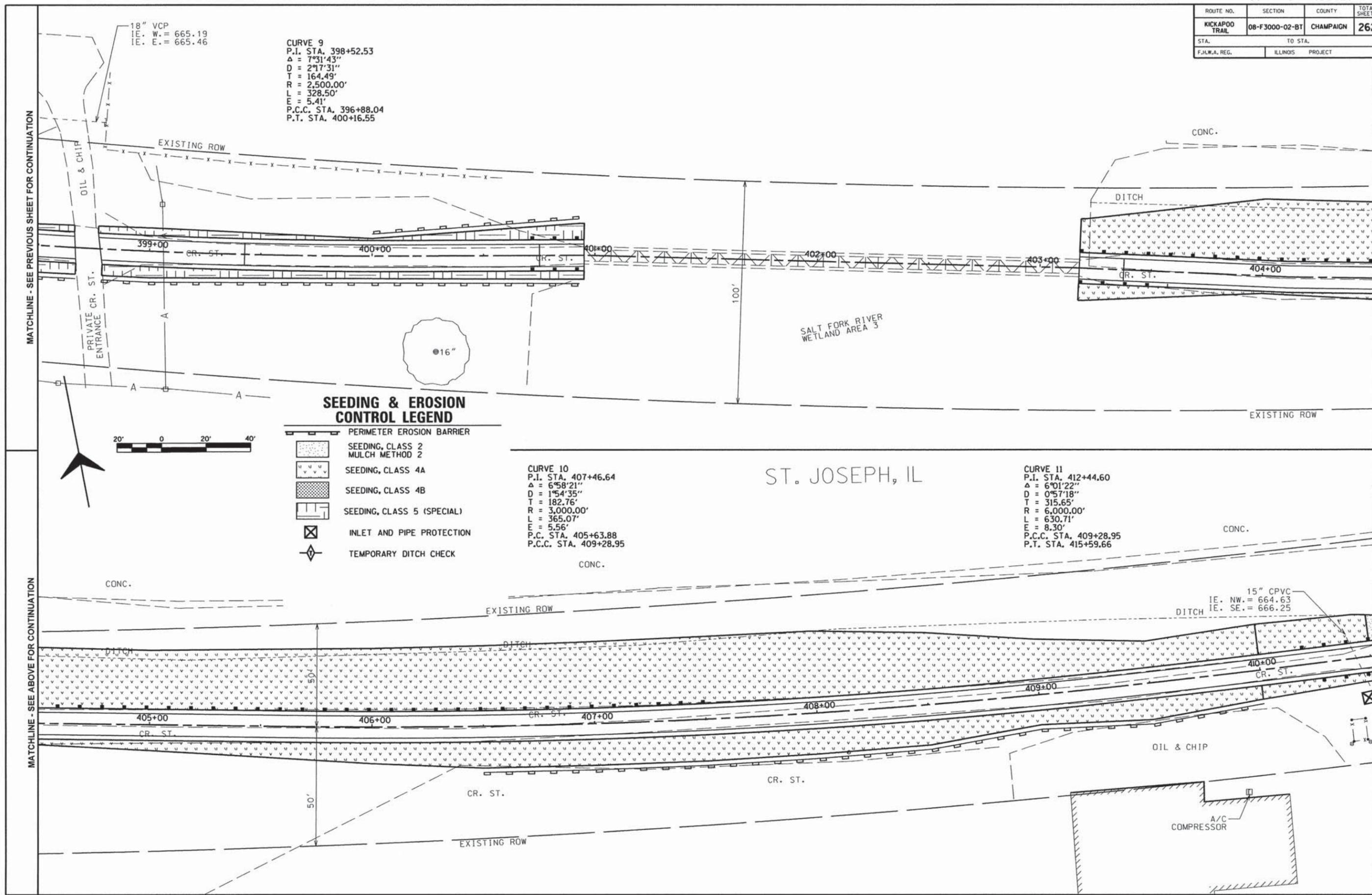


MATCHLINE - SEE PREVIOUS SHEET FOR CONTINUATION

MATCHLINE - SEE BELOW FOR CONTINUATION

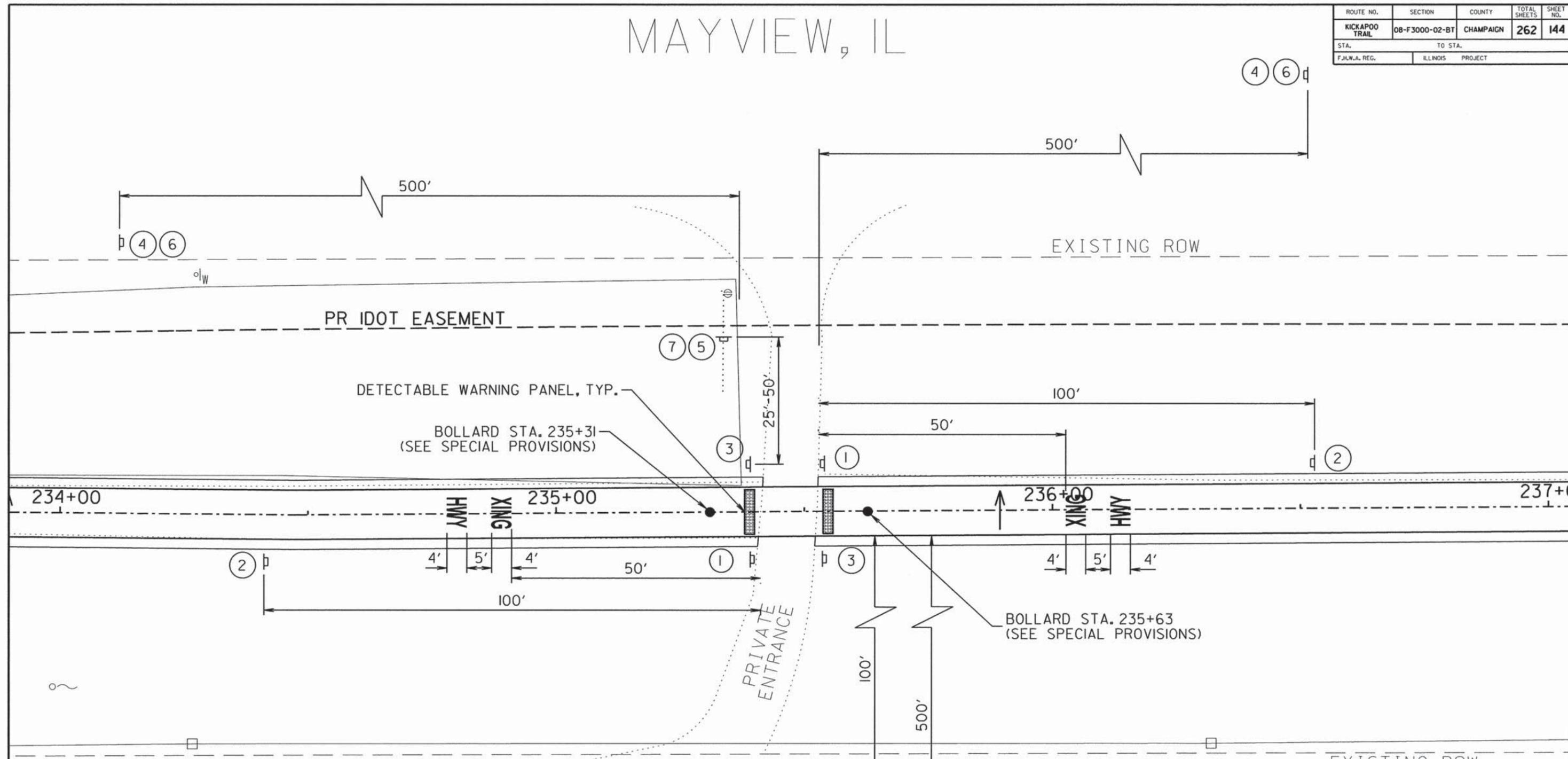
MATCHLINE - SEE ABOVE FOR CONTINUATION

MATCHLINE - SEE NEXT SHEET FOR CONTINUATION

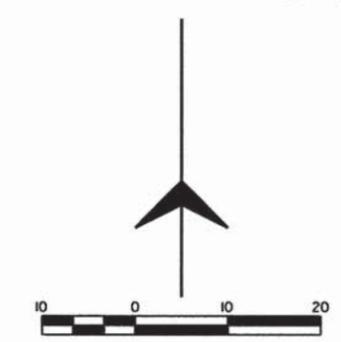


# MAYVIEW, IL

ROUTE NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
KICKAPOO TRAIL	08-F3000-02-BT	CHAMPAIGN	262	144
STA.	TO STA.			
F.M.W.A. REG.	ILLINOIS	PROJECT		



- 1 R 1-1  
18" x 18"
- 2 W 3-1  
18" x 18"
- 3 R 5-3  
24" x 24"
- 4 W 11-1  
36" x 36"
- 5 D 11-1  
24" x 18"
- 6 M 6-1  
12" x 9"
- 7 M 6-4  
12" x 9"
- 8 W16-9P  
12" x 4"



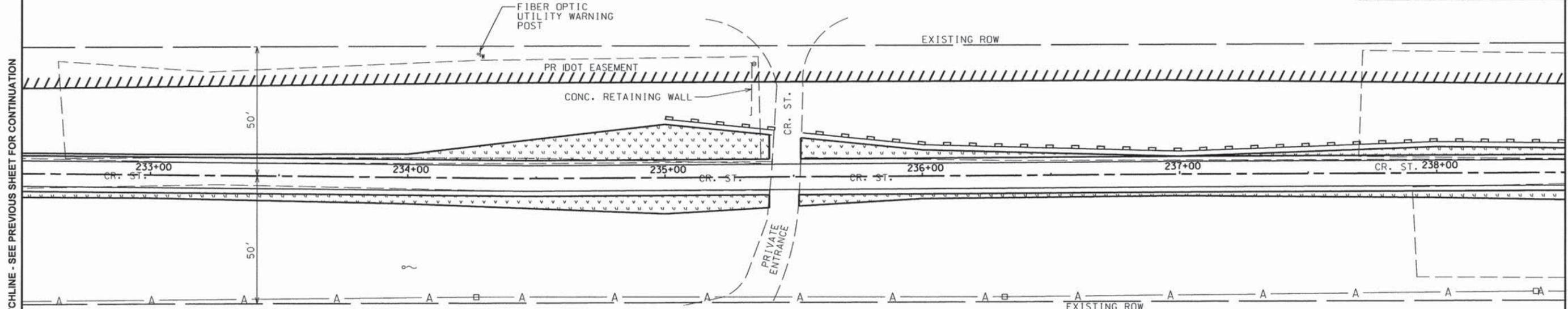
CONTRACT NO. 91520

ROUTE NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
KICKAPOO TRAIL	08-F3000-02-BT	CHAMPAIGN	262	120
STA.		TO STA.		
F.H.W.A. REG.		ILLINOIS PROJECT		

MAYVIEW, IL

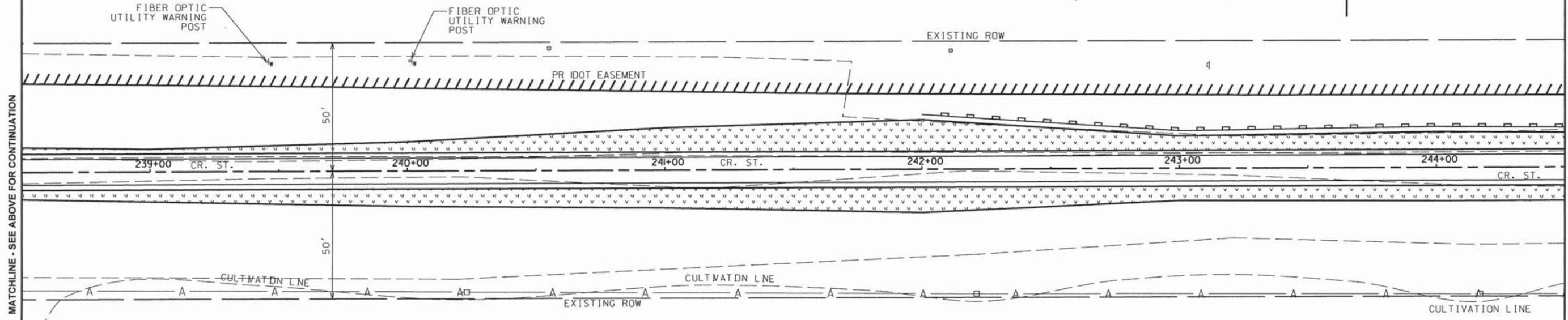
MATCHLINE - SEE PREVIOUS SHEET FOR CONTINUATION

MATCHLINE - SEE BELOW FOR CONTINUATION



MATCHLINE - SEE ABOVE FOR CONTINUATION

MATCHLINE - SEE NEXT SHEET FOR CONTINUATION



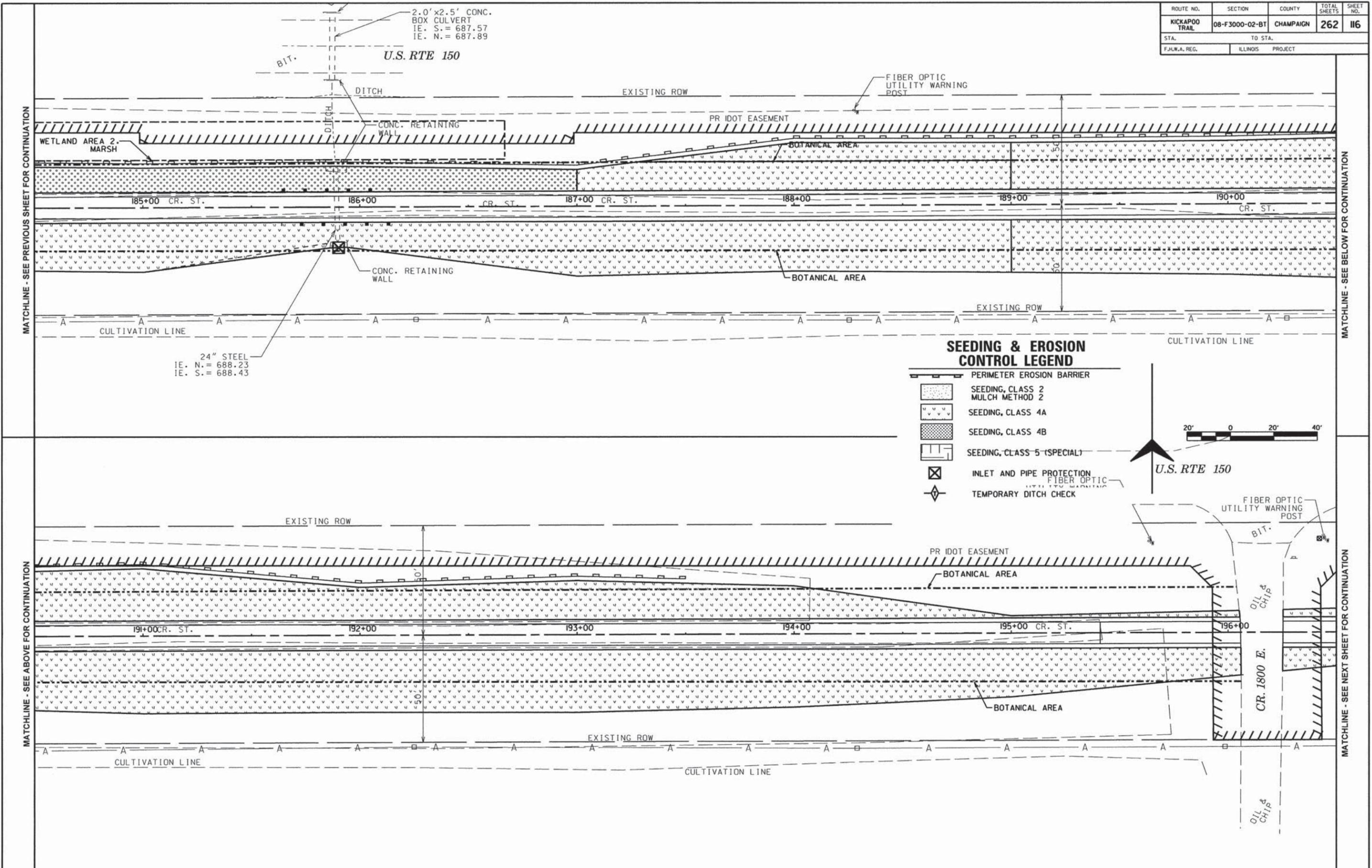
**SEEDING & EROSION CONTROL LEGEND**

-  PERIMETER EROSION BARRIER
-  SEEDING, CLASS 2 MULCH METHOD 2
-  SEEDING, CLASS 4A
-  SEEDING, CLASS 4B
-  SEEDING, CLASS 5 (SPECIAL)
-  INLET AND PIPE PROTECTION
-  TEMPORARY DITCH CHECK



CONTRACT NO. 91520

ROUTE NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
KICKAPOO TRAIL	08-F3000-02-BT	CHAMPAIGN	262	116
STA.	TO STA.			
F.H.W.A. REG.	ILLINOIS PROJECT			



## **Champaign County Forest Preserve District Easement Request Policy**

### **I. Policy Statement Regarding Easements on Champaign County Forest Preserve District Owned Properties**

Lands owned by the Champaign County Forest Preserve District (CCFPD) are held for the benefit of all the people of Champaign County. The lands were originally purchased with public funds or obtained through donation from citizens whose explicit or implicit desire was to enhance public enjoyment and education. The placement of easements makes land management and maintenance more complex and more expensive. Properties and facilities developed in association with easements can reduce the natural, cultural, aesthetic, economic, and recreational values of these public lands. New or expanded easements are discouraged. Existing easements should be managed to minimize their adverse impacts. If the purpose for which an easement was approved no longer exists, the CCFPD should actively seek its formal termination.

### **II. Authority For Granting Easement**

Authority for the Champaign County Forest Preserve District to grant easement comes from the Downstate Forest Preserve District Act (70 ILCS 805/6) (from Ch. 96 1/2, par. 6309):

Sec. 6. Any such Forest Preserve District shall also have power to grant licenses, easements and rights-of-way for the construction, operation and maintenance upon, under or across any property of such District of facilities for water, sewage, telephone, telegraph, electric, gas or other public service, subject to such terms and conditions as may be determined by such District.

### **III. Process for Review of Requests for New or Expanded Easements**

Utilities and other interested persons periodically request new or expanded easements on properties owned by the CCFPD. Even though new or expanded easements are generally discouraged, there are circumstances where approval may be supported. The process for review of easements shall be:

(A) All requests for easement must be addressed to: Executive Director, Champaign County Forest Preserve District Headquarters, P.O. Box 1040, Mahomet, Illinois 61822.

(B) A person or business requesting an easement is responsible for providing information to the CCFPD, its Commissioners and legal counsel in order to fully evaluate the easement request. Items requested by the CCFPD may be, but are not limited to: test results, natural or cultural resource reports, environmental assessments or environmental impact statements, fiscal analyses, public meeting notes, real estate surveys, the preparation of recording documents, engineering plans and any other documentation found necessary or appropriate by the CCFPD for the type of easement sought.

(C) Where a request for a new or expanded easement is received, employees of the CCFPD will review the request and prepare additional information for the CCFPD Board of Commissioners.

(D) In determining whether to recommend approval or denial of an easement request, the following factors shall be considered:

1. Whether legal or agreement restrictions apply to the site that would make granting an easement illegal or impracticable, or violate existing agreements.
2. Whether resources might be particularly sensitive to disturbance.
3. Whether other reasonable alternatives exist for the placement of the easement.
4. Whether denial of the easement would result in an unusual hardship to the applicant.
5. Whether the CCFPD will receive a benefit from development of the easement.
6. Whether a legal obligation mandates the department to grant or modify an easement.
7. Whether the aesthetic quality of the land will be impacted.

(E) If the CCFPD seeks to approve a request for a new or expanded easement, the following factors are considered in determining conditions to include in the easement:

1. Best management practices to minimize the disturbance caused by any construction activities authorized by the easement. These practices should consider natural, cultural, economic, aesthetic, educational and recreational benefits that are derived from the land.
2. Best management practices to minimize future disturbance caused by maintenance activities for any use authorized by the easement. These practices should consider natural, cultural, economic, educational and recreational benefits that are reasonably foreseeable.
3. Whether all legal requirements are met before an easement is granted.
4. Whether all legal requirements are met with respect to the activity authorized by the easement.
5. Whether the easement is described well enough to support a clear understanding by current and future employees, and by the person who holds the easement, of its application, location and limitations.
6. Whether an easement is written as narrowly as possible to serve its stated purpose. Limitations on time, space, and beneficiaries are recommended.

7. Whether the monetary amount of consideration for the easement has been determined to reasonably assure the CCFPD receives fair market value or fair compensation. The CCFPD has the right to determine and set a fair market value, a compensation level or compensation schedule. In determining fair market value, or fair compensation the CCFPD shall consider:

- a) Economic factors;
- b) Compensation for loss to natural and cultural resources caused by the construction and maintenance of the easement;
- c) Comparisons of compensation for similar easements;
- d) That the beneficiary of the compensation may be the Champaign County Forest Preserve District or the Forest Preserve Friends Foundation.

8. Whether every reasonable effort has been made to place a new easement within an existing utility corridor. Example: The State can require an easement to be located in a way that is less convenient and more costly to the person seeking the easement where an existing utility corridor could be used.

9. When there are particular legal or agreed upon requirements that must be met before the CCFPD can recommend approval, denial, or conditioning of an easement request, whether those requirements have been met. This may include but is not limited to grant agreements, railbanking acts, liens, and existing easements.

(F) All new or expanded easement requests must have final review by CCFPD legal counsel.

#### **IV. Rights of Entry**

The CCFPD is authorized to approve a right of entry to conduct surveys or collect data in preparation for making an easement request. The right of entry may be conditioned as determined appropriate by the CCFPD to minimize damage to natural, historical, recreational or cultural resources and to provide for public safety and convenience. Grant of a right of entry does not constitute or imply approval of the easement.

#### **V. Emergency Construction Approvals**

The CCFPD is authorized to approve emergency construction activities in association with an existing or proposed easement when deemed necessary. An emergency construction approval does not constitute or imply approval of the easement. A person seeking an easement must still request and obtain approval of the easement from the CCFPD. If approval of the easement is not obtained, the person performing the emergency construction can be required to restore the site as nearly as practicable to its condition before construction.

This policy shall become effective upon approval by the CCFPD Board of Commissioners.

Date: \_\_\_\_\_



6/10/16

**MEMORANDUM**

To: Champaign County Zoning Committee and Jonathan Hasselbring, CCFPD Director of Planning  
From: Daniel J. Olson, Executive Director Champaign County Forest Preserve District  
Re: Zoning Meeting Question on Debris Removal at the Salt Fork Trestle of the KRT

The question posed by the Champaign County Zoning Board at a recent meeting about debris at the Salt Fork River Trestle along the Kickapoo Rail Trail west of St. Joseph can be summarized to date with the following: It's getting worked on.

The Champaign County Forest Preserve District (CCFPD) and the Upper Salt Fork River Drainage District (USFRD) representatives have agreed to the following items.

- The CCFPD can allot money and staff time to removal of the debris as needed each year.
- The CCFPD does not possess the equipment to remove the current debris from the shoreline. Work by the CCFPD will need to be done by hand in the channel. This work is typically in August of the year when water levels are at the lowest point.
- The CCFPD is willing to enter into a joint agreement with USFRDD to complete the needed work.
- The CCFPD does not have the authority to access the area without the consent of the adjacent landowners.
- The CCFPD does not have the authority to do work in the stream channel without the proper permitting.

Additionally, the CCFPD has asked for clarification/examination from the USFRDD on the following items to determine if the items can be put into an agreement between the two Districts.

- If the USFRDD is willing to enter into a joint agreement with us to complete the work.
- If the USFRDD will allot funding towards debris removal each year including 2016.
- Would/can the USFRDD transfer in an agreement the authority to access the channel from property not owned by the CCFPD?
- Would/can the USFRDD transfer the authority to the CCFPD to work in the channel without the need for permits?
- Can liabilities also be transferred for staff and volunteers?

It is my understanding that legal counsel from both Districts will be discussing these topics the week of 6/20/16.

Attachment J:

**April 28, 2016 ZBA Draft Minutes**

*To be distributed separately*