

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

*SUPPLEMENTAL MEMORANDUM #5*

September 8, 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 35 feet, a rear 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

At the August 25, 2016 public hearing, ZBA member Marilyn Lee provided a set of documents regarding the question of original ownership of the subject properties and whether CCFPD has the right to ownership and development (Attachments A through D):

- Quitclaim Deed between CSX Transportation, Inc. and Champaign County Forest Preserve District dated October 3, 2013
- Certified Resolution authorizing CCFPD to convey a permanent easement to the Illinois Department of Transportation dated January 29, 2014
- Permanent Easement conveyed to IDOT dated October 29, 2014
- Corrective Confirmatory Quit Claim Deed notarized March 12, 2015

Also at the August 25, 2016 public hearing, Chairman Thorsland read an excerpt from an article from the Rails-to-Trails Conservancy regarding ownership and development of rail-trails (Attachment E):

- “What the Marvin M. Brandt Case Means for America’s Rail-Trails”, dated March 17, 2014
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## OWNERSHIP OF SUBJECT PROPERTIES

At two previous hearings for these cases, the Board discussed whether CCFPD had true right of ownership to develop the subject properties as a rail-trail, versus having ownership of some parts and easements for other parts of the former CSX rail line. There was concern about litigation if it turned out that CCFPD did not have the rights they say they have to develop the trail. CCFPD contends that they have rights to develop all the property they purchased for the trail because the land was railbanked. The land transaction occurred under the National Trail Systems Act, amended in 1983 to include railbanking (United States Code, Volume 16, Sections 1241-1251).

Staff has attached a document (Attachment F), *Railbanking Basics*, dated September 2, 2014, from the Rails to Trails Conservancy website, <http://www.railstotrails.org/build-trails/trail-building-toolbox/railbanking/railbanking-basics>, which explains how railbanking the corridor simplified its ownership and rights to develop on it. Their explanation aligns with CCFPD’s understanding of their rights to develop the subject properties.

ZBA members also discussed the basis upon which CCFPD’s Construction Plans was created. They asked CCFPD to provide documentation about the source to ensure that the property lines are as accurate as possible. One ZBA member suggested that if there is documentation saying that a Licensed Professional Engineer created the construction drawings, then there would be confidence in the property lines. No information has been received from CCFPD since the last hearing.

**ATTACHMENTS**

- A Quitclaim Deed between CSX Transportation, Inc. and Champaign County Forest Preserve District dated October 3, 2013
- B Certified Resolution authorizing CCFPD to convey a permanent easement to the Illinois Department of Transportation dated January 29, 2014
- C Permanent Easement conveyed to IDOT dated October 29, 2014
- D Corrective Confirmatory Quit Claim Deed notarized March 12, 2015
- E Article: *What the Marvin M. Brandt Case Means for America's Rail-Trails*, Rails to Trails Conservancy, dated March 17, 2014
- F Article: *Railbanking Basics*, Rails to Trails Conservancy, dated September 2, 2014



8106319

Tx:4042273

8 H

Owner Champaign County Forest Preserve District

Address —

Route FAU 7152 & FAS 1512 (US Route 150)

County Champaign

Job No. R-95-073-10

Parcel No. 5730001 PE

P.I.N. No. 30-21-13-100-005  
30-21-13-100-006  
~~30-21-14-100-004~~  
28-22-18-100-007  
28-22-17-100-012  
28-22-16-100-005

Section (2X,3)RS-3 & 2RS-4

Project No. —

Station Rt. 97+07.82 to

Station Rt. 351+74.35

Contract No. 70663

Catalog No. —

2014R07941

REC ON: 05/15/2014 10:08:41 AM  
CHAMPAIGN COUNTY

BARBARA A. FRASCA, RECORDER

REC FEE: 11.00

PAGES 8

PLAT ACT: OPLAT PAGE:

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AUG 25 2016

CHAMPAIGN CO. P & Z DEPARTMENT

**PERMANENT EASEMENT**  
**(Governmental Entity)**

Champaign County Forest Preserve District, a special district organized and existing under and by virtue of the laws of the State of Illinois, (Grantor), with the approval of its Board of Commissioners, for and in consideration of seventy-six thousand three hundred and no/100 — Dollars (\$76,300.00), receipt of which is hereby acknowledged, grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a permanent easement for the purpose of highway construction and future maintenance and for other highway purposes, on, over and through the following described real estate:

Part of the northerly most railroad right of way, being the abandoned CSX Railroad (formerly Peoria and Eastern Railway Company), lying immediately south of US Route 150 and being in Sections 11, 12, 13 and 14, Township 19 North, Range 9 East of the Third Principal Meridian and Sections 7, 8, 9, 16, 17 and 18, Township 19 North, Range 10 East of the Third Principal Meridian, situated in the County of Champaign, in the State of Illinois, described as follows:

Commencing at the southwest corner of said Section 11, Township 19 North, Range 9 East; thence North 89 degrees 40 minutes 24 seconds East [Bearings based on Illinois State Plane Coordinates, East Zone NAD 83 (2007 Adj.)] 806.94 feet along the south line of the Southwest Quarter of said Section 11; thence North 00 degrees 16 minutes 17 seconds West 21.65 feet to the existing southerly right of way line of FAU Route 7152 (US Rte. 150) and northerly right of way line of the abandoned CSX Railroad, said point being the Point of Beginning; thence North 89 degrees 49 minutes 14 seconds East 4,499.59 feet along said right of way line being parallel with and 50.00 feet northerly of the centerline of said railroad to the east line of the Southeast Quarter of Section 11, Township 19 North, Range 9 East; thence continuing North 89 degrees 49 minutes 14 seconds East 5,321.60 feet along said right of way line to the east line of the Southeast Quarter of Section 12, Township 19 North, Range 9 East; thence continuing North 89 degrees 49 minutes 14 seconds East 5,548.88 feet along said right of way line to the east line of the Northeast Quarter of Section 18,

Township 19 North, Range 10 East; thence continuing North 89 degrees 49 minutes 14 seconds East 1,336.07 feet along said right of way line to the east line of the Northwest Quarter of the Northwest Quarter of Section 17, Township 19 North, Range 10 East; thence South 00 degrees 13 minutes 37 seconds East 20.00 feet along said east line and said right of way line; thence North 89 degrees 49 minutes 14 seconds East 3,992.69 feet along said right of way line being parallel with and 30.00 feet northerly of the centerline of said railroad to the east line of the Southeast Quarter of Section 8, Township 19 North, Range 10 East; thence North 00 degrees 33 minutes 54 seconds West 20.00 feet along said east line and said right of way line; thence North 89 degrees 49 minutes 14 seconds East 4,634.12 feet along said right of way line being parallel with and 50.00 feet northerly of the centerline of said railroad; thence southeasterly 134.48 feet on a curve to the right along said right of way line being concentric with and 50.00 feet northerly of the centerline of said railroad; said curve having a radius of 5,779.58 feet, the chord of said curve bears South 89 degrees 30 minutes 48 seconds East 134.48 feet; thence southwesterly 50.52 feet on a curve to the left being concentric with and 40.00 feet southerly of the centerline of FAS Route 1512 (US Rte. 150), said curve having a radius of 8,960.09 feet, the chord of said curve bears South 87 degrees 31 minutes 09 seconds West 50.52 feet; thence South 87 degrees 21 minutes 27 seconds West 50.80 feet being parallel with and 40.00 feet southerly of the centerline of US Rte. 150; thence southwesterly 509.48 feet on a curve to the right being concentric with and 40.00 feet southerly of said centerline, said curve having a radius of 11,866.80 feet, the chord of said curve bears South 88 degrees 35 minutes 15 seconds West 509.44 feet; thence South 89 degrees 49 minutes 03 seconds West 140.03 feet being parallel with and 40.00 feet southerly of said centerline; thence South 43 degrees 29 minutes 59 seconds West 24.89 feet to the occupied existing easterly right of way line of Township Road 2075E; thence South 00 degrees 47 minutes 46 seconds East 64.96 feet along said easterly right of way line to the southerly right of way line of said railroad; thence South 89 degrees 49 minutes 14 seconds West 40.00 feet being parallel with and 50.00 feet southerly of the centerline of said railroad to the occupied existing westerly right of way line of Township Road 2075E; thence North 00 degrees 47 minutes 46 seconds West 64.96 feet along said westerly right of way line; thence North 55 degrees 31 minutes 45 seconds West 22.86 feet; thence South 89 degrees 49 minutes 03 seconds West 1,910.56 feet being parallel with and 45.00 feet southerly of the centerline of US Rte. 150; thence South 89 degrees 49 minutes 54 seconds West 1,546.16 feet being parallel with and 45.00 feet southerly of said centerline; thence southwesterly 455.23 feet on a curve to the left being concentric with and 45.00 feet southerly of said centerline, said curve having a radius of 11,364.04 feet, the chord of said curve bears South 88 degrees 41 minutes 03 seconds West 455.20 feet; thence North 02 degrees 27 minutes 49 seconds West 5.00 feet perpendicular to said centerline; thence South 87 degrees 32 minutes 11 seconds West 31.59 feet being parallel with and 40.00 feet southerly of said centerline; thence southwesterly 433.82 feet on a curve to the right being concentric with and 40.00 feet southerly of said centerline, said curve having a radius of 11,441.14 feet, the chord of said curve bears South 88 degrees 37 minutes 22 seconds West 433.80 feet; thence South 89 degrees 42 minutes 32 seconds West 572.85 feet being parallel with and 40.00 feet southerly of said centerline; thence North 89 degrees 43 minutes 41 seconds West 285.90 feet being parallel with and 40.00 feet southerly of said centerline; thence South 45 degrees 39 minutes 07 seconds West 28.47 feet to the occupied existing easterly right of way line of Township Road 1975E; thence South 00 degrees 31 minutes 25 seconds East 24.94 feet

(5730001-Champaign Forest Preserve) PE (MW)

along said easterly right of way line to the southerly right of way line of said railroad; thence South 89 degrees 49 minutes 14 seconds West 50.00 feet being parallel with and 50.00 feet southerly of the centerline of said railroad to the occupied existing westerly right of way line of Township Road 1975E; thence North 00 degrees 31 minutes 25 seconds West 25.34 feet along said westerly right of way line; thence North 46 degrees 05 minutes 38 seconds West 21.74 feet; thence North 89 degrees 43 minutes 41 seconds West 247.00 feet being parallel with and 45.00 feet southerly of the centerline of US Rte. 150; thence North 00 degrees 16 minutes 19 seconds East 5.00 feet perpendicular to said centerline; thence North 89 degrees 43 minutes 41 seconds West 1,083.11 feet being parallel with and 40.00 feet southerly of said centerline; thence South 89 degrees 50 minutes 05 seconds West 1,237.49 feet being parallel with and 40.00 feet southerly of said centerline; thence South 89 degrees 50 minutes 57 seconds West 1,306.59 feet being parallel with and 40.00 feet southerly of said centerline; thence South 75 degrees 23 minutes 25 seconds West 39.84 feet; thence South 13 degrees 41 minutes 34 seconds West 68.99 feet to the southerly right of way line of said railroad; thence South 89 degrees 49 minutes 14 seconds West 69.45 feet along said right of way line running thru Township Road 1900E and being parallel with and 50.00 feet southerly of the centerline of said railroad; thence North 19 degrees 05 minutes 05 seconds West 71.01 feet; thence North 68 degrees 16 minutes 15 seconds West 26.93 feet; thence South 89 degrees 55 minutes 40 seconds West 767.46 feet being parallel with and 40.00 feet southerly of the centerline of US Rte. 150; thence northwesterly 339.94 feet on a curve to the right being concentric with and 40.00 feet southerly of said centerline, said curve having a radius of 19,127.09 feet, the chord of said curve bears North 89 degrees 33 minutes 47 seconds West 339.94 feet; thence North 89 degrees 03 minutes 14 seconds West 24.63 feet being parallel with and 40.00 feet southerly of said centerline; thence northwesterly 543.38 feet on a curve to the left being concentric with and 40.00 feet southerly of said centerline, said curve having a radius of 18,974.31 feet, the chord of said curve bears North 89 degrees 52 minutes 28 seconds West 543.36 feet; thence South 89 degrees 18 minutes 19 seconds West 813.75 feet being parallel with and 40.00 feet southerly of said centerline; thence southwesterly 223.57 feet on a curve to the right being concentric with and 40.00 feet southerly of said centerline, said curve having a radius of 22,952.69 feet, the chord of said curve bears South 89 degrees 35 minutes 03 seconds West 223.57 feet; thence South 89 degrees 51 minutes 48 seconds West 2,091.35 feet being parallel with and 40.00 feet southerly of said centerline; thence South 89 degrees 55 minutes 20 seconds West 641.91 feet being parallel with and 40.00 feet southerly of said centerline; thence South 44 degrees 45 minutes 26 seconds West 14.10 feet to the occupied existing easterly right of way line of Township Road 1800E; thence South 00 degrees 29 minutes 37 seconds East 70.18 feet along said easterly right of way line to the southerly right of way line of said railroad; thence South 89 degrees 49 minutes 14 seconds West 50.00 feet along said southerly right of way line being parallel with and 50.00 feet southerly of the centerline of said railroad to the occupied existing westerly right of way line of Township Road 1800E; thence North 00 degrees 29 minutes 37 seconds West 70.29 feet along said westerly right of way line; thence North 45 degrees 23 minutes 36 seconds West 14.25 feet; thence North 89 degrees 58 minutes 19 seconds West 884.00 feet being parallel with and 40.00 feet southerly of the centerline of US Rte. 150; thence South 00 degrees 01 minute 41 seconds West 5.00 feet perpendicular to said centerline; thence North 89 degrees 58 minutes 19 seconds West 200.00

(5730001-Champaign Forest Preserve) PE (MW)

feet being parallel with and 45.00 feet southerly of said centerline; thence North 00 degrees 01 minute 41 seconds East 5.00 feet perpendicular to said centerline; thence North 89 degrees 58 minutes 19 seconds West 729.61 feet being parallel with and 40.00 feet southerly of said centerline; thence South 89 degrees 55 minutes 45 seconds West 920.32 feet being parallel with and 40.00 feet southerly of said centerline; thence South 00 degrees 04 minutes 15 seconds East 10.00 feet perpendicular to said centerline; thence South 89 degrees 55 minutes 45 seconds West 84.28 feet being parallel with and 50.00 feet southerly of said centerline; thence South 89 degrees 50 minutes 14 seconds West 2,214.42 feet being parallel with and 50.00 feet southerly of said centerline; thence South 89 degrees 49 minutes 09 seconds West 101.20 feet being parallel with and 50.00 feet southerly of said centerline; thence South 89 degrees 53 minutes 00 seconds West 73.85 feet; thence South 12 degrees 35 minutes 05 seconds West 55.63 feet to the southerly right of way line of said railroad; thence South 89 degrees 49 minutes 14 seconds West 125.61 feet along said southerly right of way line running thru FAU Route 7206 (S. Cottonwood Rd.) and being parallel with and 50.00 feet southerly of the centerline of said railroad; thence North 12 degrees 40 minutes 01 second West 55.94 feet; thence North 84 degrees 19 minutes 33 seconds West 33.97 feet; thence South 89 degrees 49 minutes 09 seconds West 1,526.02 feet being parallel with and 60.00 feet southerly of the centerline of US Rte. 150; thence South 89 degrees 50 minutes 02 seconds West 373.99 feet being parallel with and 60.00 feet southerly of said centerline; thence North 87 degrees 52 minutes 32 seconds West 500.40 feet; thence South 89 degrees 50 minutes 02 seconds West 951.04 feet being parallel with and 40.00 feet southerly of the centerline of US Rte. 150; thence South 89 degrees 43 minutes 43 seconds West 1,041.07 feet being parallel with and 40.00 feet southerly of said centerline; thence North 00 degrees 16 minutes 17 seconds West 11.84 feet perpendicular to said centerline to the Point of Beginning, containing 11.492 acres, more or less of which 0.059 of an acre, more or less, is in existing permanent easements.

Said permanent easement is shown by a plat attached hereto and made a part hereof.

situated in the County of Champaign, State of Illinois and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

This permanent easement is made, executed and delivered pursuant to a resolution duly adopted at a meeting held on the 29<sup>th</sup> day of October, 2013.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 29<sup>th</sup> day of October, 2013.

Champaign County Forest Preserve District  
Name of Governmental Entity

By: *CMW*  
Signature

Christopher M. White President  
(Print Name and Title)

ATTEST:

By: *Sarah Livesay*  
Signature  
Sarah Livesay Secretary  
Print Name and Title

State of Illinois )  
County of Champaign ) ss

This instrument was acknowledged before me on October 29<sup>th</sup>, 2013, by  
Christopher M. White, as President  
and Sarah Livesay, as Secretary  
of Champaign County Forest Preserve District, a governmental entity organized and  
existing under the laws of Illinois.

(SEAL)



*Angela Brown*  
Notary Public

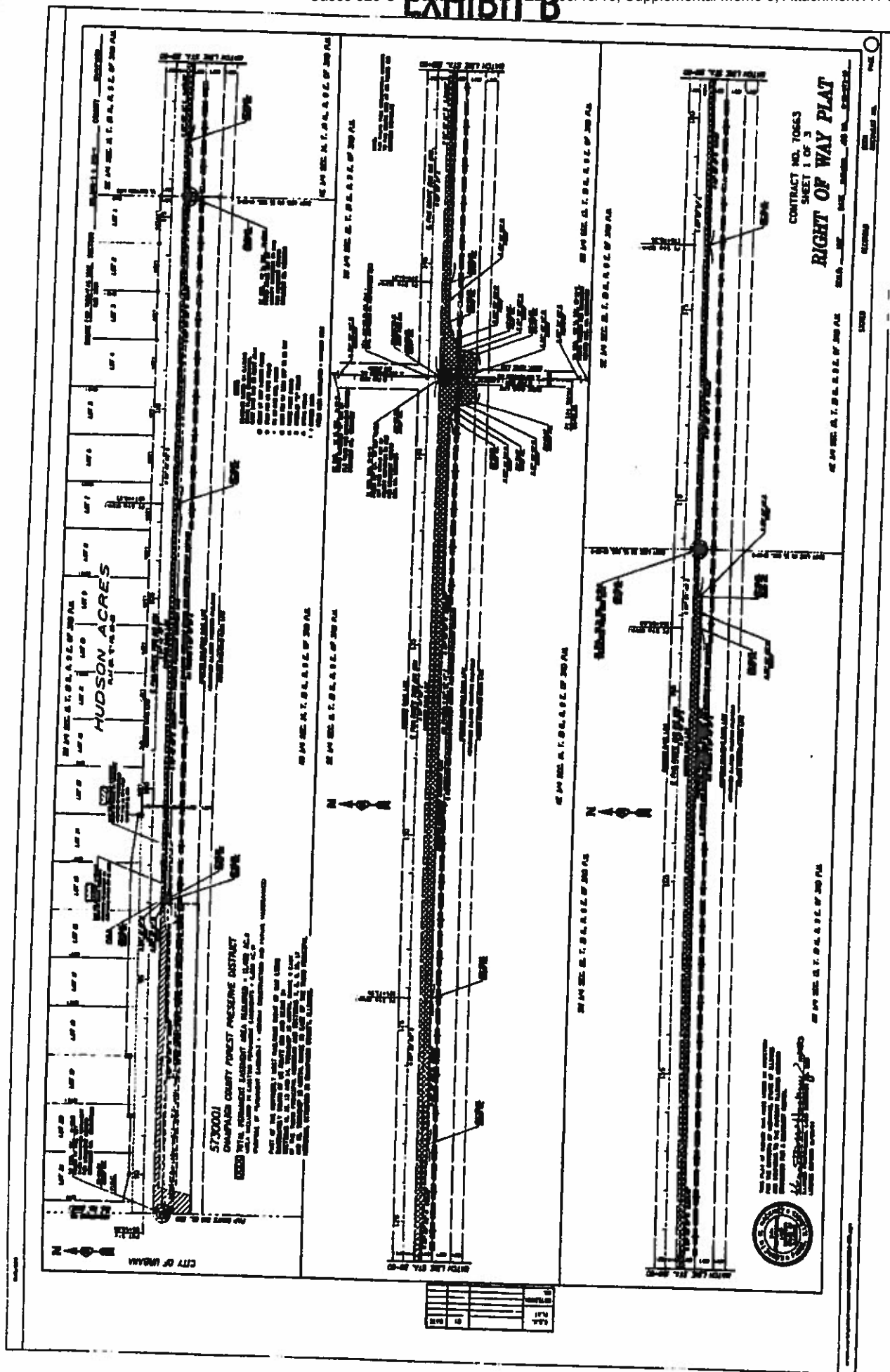
My Commission Expires: 12-3-16

This instrument was prepared by and after recording, return to:

*(g)*  
Illinois Department of Transportation  
ATTN: Bureau of Land Acquisition  
13473 Illinois Highway 133  
Paris, Illinois 61944-0610

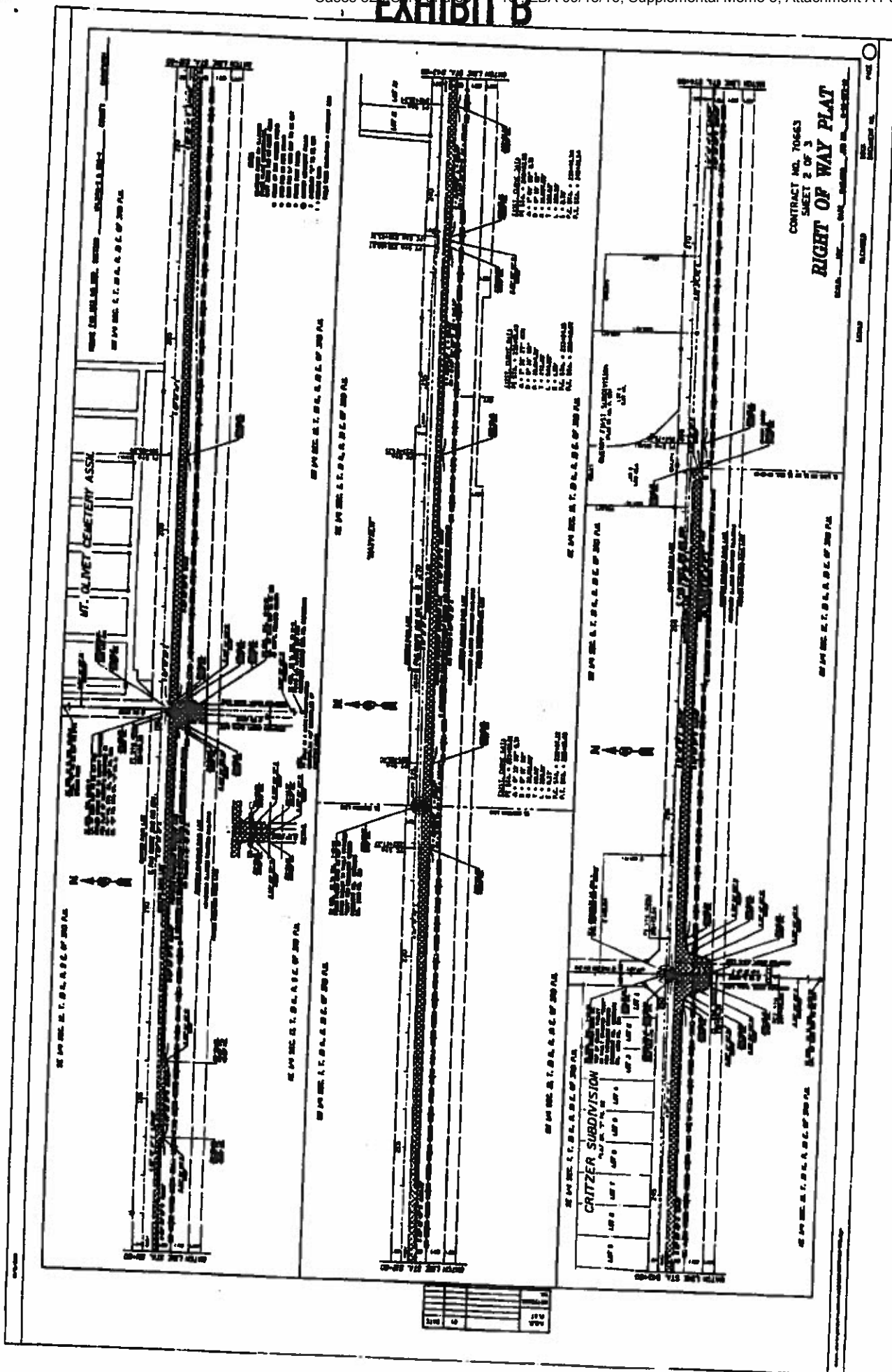


# EXHIBIT B



1	2	3	4	5	6	7	8	9	10

# EXHIBIT B







8 1 0 6 3 2 0

Tx:4042273

8N

Owner Champaign County Forest Preserve District

Address ---

Route FAU 7152 and FAS 1512 (US 150)

County Champaign

Job No. R-95-073-10

Parcel No. 5730001 PE

P.I.N. No. 30-21-13-100-005  
30-21-13-100-006  
30-21-14-100-004  
28-22-18-100-007  
28-22-17-100-012  
28-22-16-100-005

Section (2X,3)RS-3 & 2RS-4

Project No. ---

Station Rt. 97+07.82 to

Station Rt. 351+74.35

Contract No. 70663

Catalog No. ---

**2014R07942**

REC ON: 05/15/2014 10:08:41 AM  
CHAMPAIGN COUNTY  
**BARBARA A. FRASCA, RECORDER**  
REC FEE: 11.00  
PAGES 2  
PLAT ACT: OPLAT PAGE:

RECEIVED

AUG 25 2016

CHAMPAIGN CO. P & Z DEPARTMENT

**CERTIFIED RESOLUTION**  
**(Governmental Entity)**

I, Christopher White, President of Champaign County Forest Preserve District, a governmental entity organized and existing under the laws of the State of Illinois, including without limitation, city, village, incorporated town, county, park district, or township, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the Council or Board of said governmental entity, a quorum of its members, trustees, or commissioners being present at a meeting held of the 29<sup>th</sup> day of October, 2013, and
2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that Christopher White, the President and Sarah Livesay, the Secretary of the Council or Board of the above-referenced governmental entity are hereby authorized and directed to convey a permanent easement on, over and through the following described real estate in Champaign County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of \$76,300.00:

Part of the northerly most railroad right of way, being the abandoned CSX Railroad (formerly Peoria and Eastern Railway Company), lying immediately south of US Route 150 and being in Sections 11, 12, 13 and 14, Township 19 North, Range 9 East of the Third Principal Meridian and Sections 7, 8, 9, 16, 17 and 18, Township 19 North, Range 10 East of the Third Principal Meridian, situated in the County of Champaign, in the State of Illinois, described as follows:

Commencing at the southwest corner of said Section 11, Township 19 North, Range 9 East; thence North 89 degrees 40 minutes 24 seconds East [Bearings based on Illinois State Plane Coordinates, East Zone NAD 83 (2007 Adj.)] 806.94 feet along the south line of the Southwest Quarter of said Section 11; thence North 00 degrees 16 minutes 17 seconds West 21.65 feet to the existing southerly right of way line of FAU Route 7152 (US Rte. 150) and northerly right of way line of the abandoned CSX Railroad, said point being the Point of Beginning; thence North 89 degrees 49 minutes 14 seconds East 4,499.59 feet along said right of way line being parallel with and 50.00 feet northerly of the centerline of said railroad to the east line of the Southeast Quarter of Section 11, Township 19 North, Range 9 East; thence continuing North 89 degrees 49 minutes 14 seconds East 5,321.60 feet along said right of way line to the east line of the Southeast Quarter of Section 12, Township 19 North, Range 9 East; thence continuing North 89 degrees 49 minutes 14 seconds East 5,548.88 feet along said right of way line to the east line of the Northeast Quarter of Section 18, Township 19 North, Range 10 East; thence continuing North 89 degrees 49 minutes 14 seconds East 1,336.07 feet along said right of way line to the east line of the Northwest Quarter of the Northwest Quarter of Section 17, Township 19 North, Range 10 East; thence South 00 degrees 13 minutes 37 seconds East 20.00 feet along said east line and said right of way line; thence North 89 degrees 49 minutes 14 seconds East 3,992.69 feet along said right of way line being parallel with and 30.00 feet northerly of the centerline of said railroad to the east line of the Southeast Quarter of Section 8, Township 19 North, Range 10 East; thence North 00 degrees 33 minutes 54 seconds West 20.00 feet along said east line and said right of way line; thence North 89 degrees 49 minutes 14 seconds East 4,634.12 feet along said right of way line being parallel with and 50.00 feet northerly of the centerline of said railroad; thence southeasterly 134.48 feet on a curve to the right along said right of way line being concentric with and 50.00 feet northerly of the centerline of said railroad, said curve having a radius of 5,779.58 feet, the chord of said curve bears South 89 degrees 30 minutes 46 seconds East 134.48 feet; thence southwesterly 50.52 feet on a curve to the left being concentric with and 40.00 feet southerly of the centerline of FAS Route 1512 (US Rte. 150), said curve having a radius of 8,960.09 feet, the chord of said curve bears South 87 degrees 31 minutes 09 seconds West 50.52 feet; thence South 87 degrees 21 minutes 27 seconds West 50.80 feet being parallel with and 40.00 feet southerly of the centerline of US Rte. 150; thence southwesterly 509.48 feet on a curve to the right being concentric with and 40.00 feet southerly of said centerline, said curve having a radius of 11,866.80 feet, the chord of said curve bears South 88 degrees 35 minutes 15 seconds West 509.44 feet; thence South 89 degrees 49 minutes 03 seconds West 140.03 feet being parallel with and 40.00 feet southerly of said centerline; thence South 43 degrees 29 minutes 59 seconds West 24.89 feet to the occupied existing easterly right of way line of Township Road 2075E; thence South 00 degrees 47 minutes 46 seconds East 64.96 feet along said easterly right of way line to the southerly right of way line of said railroad; thence South 89 degrees 49 minutes 14 seconds West 40.00 feet being parallel with and 50.00 feet southerly of the centerline of said railroad to the occupied existing westerly right of way line of Township Road 2075E; thence North 00 degrees 47 minutes 46 seconds West 64.96 feet along said westerly right of way line; thence North 55 degrees 31 minutes 45 seconds West 22.86 feet; thence South 89 degrees 49 minutes 03 seconds West 1,910.56 feet being parallel with and 45.00 feet southerly of the centerline of US Rte. 150; thence

(5730001-Champaign Forest Preserve) Resolution (SA)

South 89 degrees 49 minutes 54 seconds West 1,546.16 feet being parallel with and 45.00 feet southerly of said centerline; thence southwesterly 455.23 feet on a curve to the left being concentric with and 45.00 feet southerly of said centerline, said curve having a radius of 11,364.04 feet, the chord of said curve bears South 88 degrees 41 minutes 03 seconds West 455.20 feet; thence North 02 degrees 27 minutes 49 seconds West 5.00 feet perpendicular to said centerline; thence South 87 degrees 32 minutes 11 seconds West 31.59 feet being parallel with and 40.00 feet southerly of said centerline; thence southwesterly 433.82 feet on a curve to the right being concentric with and 40.00 feet southerly of said centerline, said curve having a radius of 11,441.14 feet, the chord of said curve bears South 88 degrees 37 minutes 22 seconds West 433.80 feet; thence South 89 degrees 42 minutes 32 seconds West 572.85 feet being parallel with and 40.00 feet southerly of said centerline; thence North 89 degrees 43 minutes 41 seconds West 265.90 feet being parallel with and 40.00 feet southerly of said centerline; thence South 45 degrees 39 minutes 07 seconds West 28.47 feet to the occupied existing easterly right of way line of Township Road 1975E; thence South 00 degrees 31 minutes 25 seconds East 24.94 feet along said easterly right of way line to the southerly right of way line of said railroad; thence South 89 degrees 49 minutes 14 seconds West 50.00 feet being parallel with and 50.00 feet southerly of the centerline of said railroad to the occupied existing westerly right of way line of Township Road 1975E; thence North 00 degrees 31 minutes 25 seconds West 25.34 feet along said westerly right of way line; thence North 46 degrees 05 minutes 36 seconds West 21.74 feet; thence North 89 degrees 43 minutes 41 seconds West 247.00 feet being parallel with and 45.00 feet southerly of the centerline of US Rte. 150; thence North 00 degrees 16 minutes 19 seconds East 5.00 feet perpendicular to said centerline; thence North 89 degrees 43 minutes 41 seconds West 1,083.11 feet being parallel with and 40.00 feet southerly of said centerline; thence South 89 degrees 50 minutes 05 seconds West 1,237.49 feet being parallel with and 40.00 feet southerly of said centerline; thence South 89 degrees 50 minutes 57 seconds West 1,306.59 feet being parallel with and 40.00 feet southerly of said centerline; thence South 75 degrees 23 minutes 25 seconds West 39.84 feet; thence South 13 degrees 41 minutes 34 seconds West 68.99 feet to the southerly right of way line of said railroad; thence South 89 degrees 49 minutes 14 seconds West 69.45 feet along said right of way line running thru Township Road 1900E and being parallel with and 50.00 feet southerly of the centerline of said railroad; thence North 19 degrees 05 minutes 05 seconds West 71.01 feet; thence North 68 degrees 16 minutes 15 seconds West 26.93 feet; thence South 89 degrees 55 minutes 40 seconds West 767.46 feet being parallel with and 40.00 feet southerly of the centerline of US Rte. 150; thence northwesterly 339.94 feet on a curve to the right being concentric with and 40.00 feet southerly of said centerline, said curve having a radius of 19,127.09 feet, the chord of said curve bears North 89 degrees 33 minutes 47 seconds West 339.94 feet; thence North 89 degrees 03 minutes 14 seconds West 24.63 feet being parallel with and 40.00 feet southerly of said centerline; thence northwesterly 543.38 feet on a curve to the left being concentric with and 40.00 feet southerly of said centerline, said curve having a radius of 18,974.31 feet, the chord of said curve bears North 89 degrees 52 minutes 28 seconds West 543.36 feet; thence South 89 degrees 18 minutes 19 seconds West 813.75 feet being parallel with and 40.00 feet southerly of said centerline; thence southwesterly 223.57 feet on a curve to the right being concentric with and 40.00 feet southerly of said centerline, said curve

having a radius of 22,952.69 feet, the chord of said curve bears South 89 degrees 35 minutes 03 seconds West 223.57 feet; thence South 89 degrees 51 minutes 48 seconds West 2,091.35 feet being parallel with and 40.00 feet southerly of said centerline; thence South 89 degrees 55 minutes 20 seconds West 641.91 feet being parallel with and 40.00 feet southerly of said centerline; thence South 44 degrees 45 minutes 26 seconds West 14.10 feet to the occupied existing easterly right of way line of Township Road 1800E; thence South 00 degrees 29 minutes 37 seconds East 70.18 feet along said easterly right of way line to the southerly right of way line of said railroad; thence South 89 degrees 49 minutes 14 seconds West 50.00 feet along said southerly right of way line being parallel with and 50.00 feet southerly of the centerline of said railroad to the occupied existing westerly right of way line of Township Road 1800E; thence North 00 degrees 29 minutes 37 seconds West 70.29 feet along said westerly right of way line; thence North 45 degrees 23 minutes 36 seconds West 14.25 feet; thence North 89 degrees 58 minutes 19 seconds West 884.00 feet being parallel with and 40.00 feet southerly of the centerline of US Rte. 150; thence South 00 degrees 01 minute 41 seconds West 5.00 feet perpendicular to said centerline; thence North 89 degrees 58 minutes 19 seconds West 200.00 feet being parallel with and 45.00 feet southerly of said centerline; thence North 00 degrees 01 minute 41 seconds East 5.00 feet perpendicular to said centerline; thence North 89 degrees 58 minutes 19 seconds West 729.61 feet being parallel with and 40.00 feet southerly of said centerline; thence South 89 degrees 55 minutes 45 seconds West 920.32 feet being parallel with and 40.00 feet southerly of said centerline; thence South 00 degrees 04 minutes 15 seconds East 10.00 feet perpendicular to said centerline; thence South 89 degrees 55 minutes 45 seconds West 84.28 feet being parallel with and 50.00 feet southerly of said centerline; thence South 89 degrees 50 minutes 14 seconds West 2,214.42 feet being parallel with and 50.00 feet southerly of said centerline; thence South 89 degrees 49 minutes 09 seconds West 101.20 feet being parallel with and 50.00 feet southerly of said centerline; thence South 69 degrees 53 minutes 00 seconds West 73.85 feet; thence South 12 degrees 35 minutes 05 seconds West 55.63 feet to the southerly right of way line of said railroad; thence South 89 degrees 49 minutes 14 seconds West 125.61 feet along said southerly right of way line running thru FAU Route 7206 (S. Cottonwood Rd.) and being parallel with and 50.00 feet southerly of the centerline of said railroad; thence North 12 degrees 40 minutes 01 second West 55.94 feet; thence North 64 degrees 19 minutes 33 seconds West 33.97 feet; thence South 89 degrees 49 minutes 09 seconds West 1,526.02 feet being parallel with and 60.00 feet southerly of the centerline of US Rte. 150; thence South 89 degrees 50 minutes 02 seconds West 373.99 feet being parallel with and 60.00 feet southerly of said centerline; thence North 87 degrees 52 minutes 32 seconds West 500.40 feet; thence South 89 degrees 50 minutes 02 seconds West 951.04 feet being parallel with and 40.00 feet southerly of the centerline of US Rte. 150; thence South 89 degrees 43 minutes 43 seconds West 1,041.07 feet being parallel with and 40.00 feet southerly of said centerline; thence North 00 degrees 16 minutes 17 seconds West 11.84 feet perpendicular to said centerline to the Point of Beginning, containing 11.492 acres, more or less of which 0.059 of an acre, more or less, is in existing permanent easements.

Said permanent easement is shown by a plat attached hereto and made a part hereof.











8N



8 0 8 5 3 1 8  
Tx:4034407

2013R24294

REC ON: 10/08/2013 3:59:00 PM  
CHAMPAIGN COUNTY

BARBARA A. FRASCA, RECORDER

REC FEE: 29.00

PAGES 8

PLAT ACT: OPLAT PAGE:

RECEIVED

AUG 25 2016

CHAMPAIGN CO. P & Z DEPARTMENT

**QUITCLAIM DEED**

**Champaign County, IL**

**AFTER RECORDING,  
RETURN TO:**

(9) Matt Deering  
Meyer Capel, A Professional Corporation  
P.O. Box 6750  
Champaign, IL 61826-6750

Taxes To:

Champaign Co Forest PD  
P.O. Box 1040  
Uranomet, IL 61853

Exempt under the provisions of Paragraph (b), Section 31-45, Real Estate Transfer Tax Act.

Date: 10/3/13

[Signature]  
Grantor, Grantee, or Representative

**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.

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.

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]**



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.

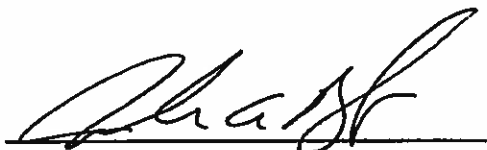
Signed, sealed and delivered  
in the presence of:

CSX TRANSPORTATION, INC.:

  
\_\_\_\_\_

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

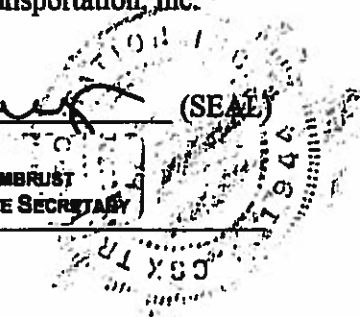
Name: Stephen A. Crosby  
Title: President - CSX Real Property, Inc., signing  
on behalf of CSX Transportation, Inc.

  
\_\_\_\_\_

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

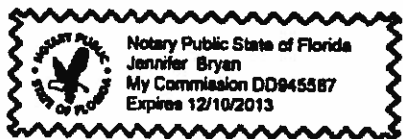
STATE OF FLORIDA )  
 ) SS.  
COUNTY OF DUVAL )

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.

RECEIVED

AUG 25 2016

CHAMPAIGN CO. P & Z DEPARTMENT

CORRECTIVE CONFIRMATORY  
QUIT CLAIM DEED



8 1 3 3 8 1 0

Tx:4053455

2015R04545

REC ON: 03/19/2015 11:10:45 AM  
CHAMPAIGN COUNTY

BARBARA A. FRASCA, RECORDER

REC FEE: 45.00

RHSPS Fee: 9.00

PAGES 5

PLAT ACT: OPLAT PAGE:

5  
(6) Return to:  
Donna Walker  
Walker Title  
118A W. Main St.  
Mountain City, TN  
37683

THIS CORRECTIVE CONFIRMATORY QUITCLAIM DEED, made this 12<sup>th</sup> day of March, 2015, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, and whose Tax Identification Number is 54-6000720, hereinafter called "Grantor", and CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT, P.O. Box 140, Mahomet, IL 61853, hereinafter called "Grantee."

(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.)

WHEREAS, by deed dated September 30, 2013, recorded October 8, 2013 in the Office of the Recorder, Champaign County, Illinois as Document Number 203R24294 (the "Deed"), Grantor conveyed to Grantee containing 145.70 acres, more or less, of land TOGETHER WITH all improvements and structures in Champaign County, Illinois, (the "Premises"), and

WHEREAS, the Deed contains the word "Grantor" in one paragraph where "Grantee" should be referenced, and

WHEREAS, Grantor and Grantee are agreeable to Grantor executing and recording a corrective deed for the purposes of amending the scrivener's error appearing in the Deed as follows:

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 Grantee and conveyance of the Premises.

NOW, THEREFORE, 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, Grantor does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its heirs, legal representatives and assigns, all right title and interest in and to that certain tract or parcel of land situate, lying and being in the County of Vermilion, State of Illinois, more particularly described in Exhibit A, attached hereto and incorporated herein.

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.

Exempt under provisions of paragraph (d).

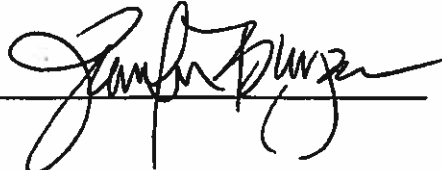
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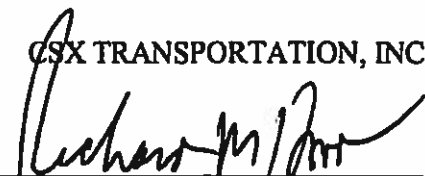
OFFICIAL COPY CHAMPAIGN COUNTY RECORDER INFORMATION SYSTEM MESSAGE ONLY

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

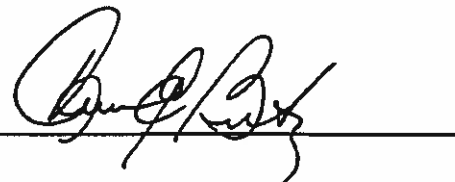
Signed, sealed and delivered  
in the presence of:

CSX TRANSPORTATION, INC.:


  
\_\_\_\_\_

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

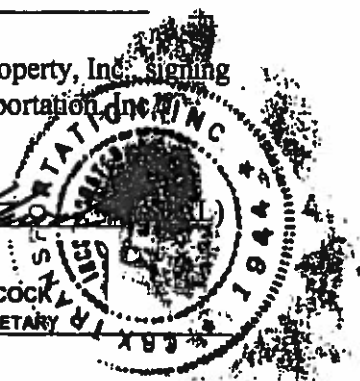
Name: Richard M. Hood  
Title: President - CSX Real Property, Inc. signing  
on behalf of CSX Transportation, Inc.

  
\_\_\_\_\_

Attest



Print Name: PAUL R. HITCHCOCK  
CORPORATE SECRETARY



This instrument prepared by  
or under the direction of:

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



## 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 Recorder's Office of Champaign County, Illinois, in Deed Book 1170 at page 703 & ff.



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# What the Marvin M. Brandt Case Means for America's Rail-Trails

Posted 03/17/14 by [Rails-to-Trails Conservancy \(/trailblog/?author=Rails-to-Trails+Conservancy\)](#) in [Policy \(/trailblog/?category=Policy\)](#)



Photo © Mark Fischer

On March 10, the U.S. Supreme Court handed down [its decision \(http://www.supremecourt.gov/opinions/13pdf/12-1173\\_nlio.pdf\)](http://www.supremecourt.gov/opinions/13pdf/12-1173_nlio.pdf) in the case of [Marvin M. Brandt Revocable Trust et al. v. United States \(http://www.railstotrails.org/news/features/supremecourt-info.html\)](http://www.railstotrails.org/news/features/supremecourt-info.html). The issue in this case was whether the federal government retains an interest in railroad rights-of-way that were created by the federal General Railroad Right-of-Way Act of 1875, after the cessation of railroad activity on the corridor.

The Brandt property lies along the corridor of the [Medicine Bow Rail Trail \(http://www.trailink.com/trail/medicine-bow-rail-trail.aspx\)](http://www.trailink.com/trail/medicine-bow-rail-trail.aspx) in Wyoming, a former disused rail corridor inside Medicine Bow National Forest that was converted into a public trail.

As the only national organization in America solely committed to defending the preservation of former railroad corridors for continued public use, Rails-to-Trails Conservancy (RTC) filed an "[amicus brief \(http://community.railstotrails.org/media/p/39192/download.aspx\)](http://community.railstotrails.org/media/p/39192/download.aspx)" in December 2013 supporting the established legal

Last week, the Supreme Court ruled 8 to 1 in favor of Marvin Brandt. While [RTC is disappointed by the decision](http://www.railstotrails.org/trailblog/2014/march/17/what-the-marvin-m-...) ([http://community.railstotrails.org/blogs/trailblog/archive/2014/03/10/Supreme-Court-Hands-Down-Disappointing-Decision-for-Trails-in-U.S\\_2E00\\_.aspx](http://community.railstotrails.org/blogs/trailblog/archive/2014/03/10/Supreme-Court-Hands-Down-Disappointing-Decision-for-Trails-in-U.S_2E00_.aspx)), after examining the details of its potential impact, we believe that the vast majority of rail-trails and rail-trail projects will not be directly affected. Existing rail-trails or trail projects are not affected by this decision if any of the following conditions are met:

- The rail corridor is "railbanked." (This is the federal process of preserving former railway corridors for potential future railway service by converting them to multi-use trails.)
- The rail corridor was originally acquired by the railroad by a federally granted right-of-way through federal lands before 1875.
- The railroad originally acquired the corridor from a private land owner.
- The trail manager owns the land adjacent to the rail corridor.
- The trail manager owns full title (fee simple) to the corridor.
- The railroad corridor falls within the original 13 colonies.

Click [here](http://community.railstotrails.org/blogs/trailblog/archive/2014/03/11/the-supreme-court-decision-how-does-it-affect-rail-trails.aspx) (<http://community.railstotrails.org/blogs/trailblog/archive/2014/03/11/the-supreme-court-decision-how-does-it-affect-rail-trails.aspx>) for a downloadable infographic outlining the criteria above.

The ruling only affects non-railbanked corridors that were created from federally granted rights-of-way through the 1875 Act. And we know that most railroad corridors created under this federal law are located west of the Mississippi River.

Because there isn't a federal database on federally granted rights-of-way, it isn't possible to answer exactly how many miles of corridor this applies to. What we can say is that, unfortunately, the ruling will likely increase future litigation over these corridors. We anticipate more cases in the future in which the federal government will be forced to compensate adjoining landowners in order to maintain public access to some well-loved trails.

This can be a significant challenge for the trail community. We need to ensure that fear of lawsuits does not deter people from moving forward with trails that communities need and have a right to build.

The Supreme Court remanded the case back to the 10th Circuit Court, where RTC's [legal team](http://www.railstotrails.org/ourWork/advocacy/litigation/index.html) (<http://www.railstotrails.org/ourWork/advocacy/litigation/index.html>) will work to narrow the ultimate impact of the Supreme Court's ruling.

Since 1986, RTC's legal program has fought to preserve rail corridors as public recreation and transportation assets at the local, national and federal levels in more than 50 cases, as well as before Congress and administrative agencies. RTC is the foremost, and often the only, legal advocate for rail-trails in the United States, work that is fully funded by RTC members.

#### Tagged with:

[Federal \(/trailblog/?tag=Federal\)](/trailblog/?tag=Federal)

[Legal Issues \(/trailblog/?tag=Legal+Issues\)](/trailblog/?tag=Legal+Issues)

[Threats to Trail Building \(/trailblog/?tag=Threats+to+Trail+Building\)](/trailblog/?tag=Threats+to+Trail+Building)

[Wyoming \(/trailblog/?tag=Wyoming\)](/trailblog/?tag=Wyoming)

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**Rails-to-Trails Conservancy** (</trailblog/?author=Rails+to+Trails+Conservancy>) is a national nonprofit organization based in Washington, D.C., working to create a nationwide network of trails and connecting corridors to build healthier places for healthier people.

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# Railbanking Basics



Trail users enjoying the Capital Crescent Trail in Washington, D.C. | Photo by Barbara Richey

## What Is Railbanking?

Railbanking is a method by which corridors that would otherwise be abandoned can be preserved for future rail use through interim conversion to a trail. Established in 1983 as an amendment to Section 8(d) of the [National Trails System Act](http://www.nps.gov/nts/legislation.html) (<http://www.nps.gov/nts/legislation.html>), the railbanking statute allows a railroad to remove all of its equipment, with the exception of bridges, tunnels and culverts, from a corridor, and to turn the corridor over to any qualified private organization or public agency that has agreed to maintain it for future rail use. This property transfer precludes abandonment.

The abandoning railroad has the right to re-establish rail service on a railbanked corridor. Should that occur, the trail-managing agency ordinarily is entitled to fair market compensation from the railroad that wants to re-establish rail service. However, to avoid disputes, this issue should be specifically addressed as a contingency in the initial contract with the abandoning railroad.

## Why Railbank?

A rail corridor generally has several ownership types along its length. A railroad may have purchased some of the corridor "in fee," meaning it acquired an ownership interest in the land; it may have purchased some easements, giving it only the right to use the land; or it may have acquired the right-of-way through federal grants. Occasionally, there is no information about how the railroad acquired the property (for example, when the property has been acquired through adverse possession or condemnation). These ownership differences are largely irrelevant to a railroad while the corridor is in active railroad use. Once a railroad decides to abandon a corridor, however, these ownership distinctions become important.

Upon abandonment, under the law of some states, the railroad may lose any rights to possess or transfer parcels of land within the corridor to which it merely held as an easement and whose use is limited to railroad purposes.

At this point, even though the corridor may appear unchanged, it may no longer exist as a right-of-way, and the owners of the underlying land (often adjacent landowners) regain full rights to the corridor. In these cases, acquiring a corridor can become incredibly complex because it may be owned by many different people.

A corridor that is railbanked, on the other hand, precludes abandonment, and railbanking preserves the railroad's right to transfer all forms of ownership, including easements, to a trail group. This arrangement can be very beneficial to the railroad company because it's able to sell the entire corridor instead of pieces, therefore reducing transaction costs, and allows the railroad to avoid the expense of removing railroad structures such as trestles and culverts. It also prevents time consuming and costly inquiries or litigation to resolve ownership questions.

Railbanking equally benefits trail organizations, whose acquisition of the corridor might otherwise be vulnerable to ownership challenges. The lowered costs to the railroad as a result of railbanking should be a factor in negotiating a lower purchase price. In addition, trail managers are in a position to resist attempts by railroads to employ an "across the fence" valuation methodology that does not take into account the railroad's inability to demonstrate fee simple title to the corridor.

## Topics in this section:



### [Railbanking Basics](#)

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### [How to Railbank](#)

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## Related Definitions

**Railbanking:** *Condition allowing a railroad to "bank" a corridor for future rail use if necessary. During the interim, alternative trail use is a viable option.*

## Related Resources

- ▶ **Manual** - [Acquiring Rail Corridors: A How-To Manual \(/resource-library/resources/acquiring-rail-corridors-a-how-to-manual/\)](/resource-library/resources/acquiring-rail-corridors-a-how-to-manual/) (See chapter 6, "Can You Take Advantage of Railbanking?")
- ▶ **Manual** - [Secrets of Successful Rail Trails \(/resource-library/resources/secrets-of-successful-rail-trails-an-acquisition-and-organizing-manual-for-converting-rails-into-trails/\)](/resource-library/resources/secrets-of-successful-rail-trails-an-acquisition-and-organizing-manual-for-converting-rails-into-trails/), (See chapter 7, "What to Do if the Line is Soon to be Abandoned")
- ▶ **Fact Sheet** - [Railbanking Fact Sheet \(/resource-library/resources/railbanking-fact-sheet/\)](/resource-library/resources/railbanking-fact-sheet/)